

WEBSITE TERMS OF USE AND PRIVACY POLICY

ATTENTION: PLEASE READ THESE TERMS OF USE (THE “TERMS”) CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE (THE “SITE”). THE TERMS ARE DEEMED TO BE ACCEPTED BY YOU EACH TIME YOU ACCESS OR USE THIS SITE OR CLICK THE “I AGREE” BUTTON ON THE ON THE USER ID/PASSWORD REGISTRATION PAGE OF THIS SITE. YOUR USE OR ACCESS OF THIS SITE CONSTITUTES YOUR AGREEMENT TO THE TERMS BELOW (“AGREEMENT”). IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT USE OR ACCESS THIS SITE. IN CONSIDERATION OF BEING PERMITTED TO ACCESS AND USE THIS SITE, YOU (“YOU” OR “USER”) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND TO FULLY COMPLY WITH IT.

NGP Energy Capital Management, LLC (the “Company” and, together with the funds managed by it and the direct and indirect general partners of such funds, “NGP”) provides this Site to you subject to the following terms and conditions:

1. Intended Users and Required User IDs and Passwords.

The information, communications, images, text, graphics, User interfaces, visual interfaces, and other materials and programs the Company posts, or permits to be posted, on this Site (collectively, the “Content”) are intended to benefit NGP’s portfolio companies (the “Portfolio Companies”) and their employees and other authorized representatives.

You may not sell any Content or reproduce, display, publicize, distribute, or otherwise use any Content in any unauthorized way or in any way that otherwise infringes on the intellectual property rights of NGP or its vendors, suppliers, licensors, or third-party providers. You further agree not to misuse any Content in any manner.

Each Portfolio Company and each of its employees or authorized representatives that desire to use this Site must create an account on this Site and obtain a User ID and password from the Company in order to access this Site. Users who are assigned a User ID and password may not permit unauthorized persons to access or use this Site through their User IDs or passwords. You are responsible for maintaining the confidentiality of Your account, User ID, and password, as applicable. You may not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses of Your User ID and password, whether or not authorized by You. You agree to immediately notify the Company of any unauthorized use of Your account, User ID, or password.

2. Content.

The Company intends to offer Content in the following areas:

a. Shared Subscriptions.

NGP may from time to time obtain licenses or subscriptions from third-party service providers which permit NGP to share their services with its Portfolio Companies free of charge (each, a “Subscription”). For example, NGP has obtained such a Subscription from Mobius Risk Group which is an independent energy risk advisory firm providing market guidance to producers, consumers, and capital market participants on market risk advice around energy and energy-impacted commodities. The Company will permit Users to access these Subscription-related services through the Site as they become available. Although they may provide information to the Company about their Subscriptions to post on the Site, the service providers will not have direct access to the Site.

b. Discounted Products and Services and Access to Preferred Vendor Relationships.

NGP may from time to time negotiate group or volume discounts from third-party vendors, suppliers, licensors, and third-party providers who provide various products and services to the Company and its Portfolio Companies (each a “Product” or “Service”). For example, NGP has negotiated, or has otherwise received the benefit of, various pricing discounts on Products and Services such as general liability and industry insurance Products, oil and gas data Services, oil and gas delivery component Products and Services, energy-related auditing and accounting Services, professional employer organization Services, employment and personnel recruiting Services, telephone and electronic data Services, office supply Products, delivery Services, and car rental Services. The Company has also developed relationships over time with various preferred vendors and providers of Products and Services (whether discounted or not). The Company will permit Users to access these Products and Services through the Site as they become available. The Company will also provide access to various preferred vendors and providers of Products and Services on the Site. Although they may provide information to the Company about their Products and Services to post on the Site, vendors, suppliers, licensors, and third parties who provide the Products and Services will not have direct access to the Site.

c. Personnel Candidates.

NGP has over time developed relationships with certain third-party recruiters and recruiting firms that provide candidates for employment and non-employee service relationships to oil and gas companies. The Company will permit certain of these recruiters and recruiting firms to post the resumes of candidates (each, a “Candidate”) directly to the Site for review and consideration by Portfolio Companies. The resumes of the Candidate that are posted on the Site will have the Candidate’s name and contact information redacted. Accordingly, if a Portfolio Company is interested in contacting a Candidate, it must do so only through the recruiter or recruiting firm that posted the applicable resume. Although the recruiters and recruiting firms may post resumes of Candidates directly to the Site, they will not otherwise have direct access to the Site. Before being permitted to post resumes of Candidates on the Site, recruiters and recruiting firms will be required to (i) enter into a separate Master Candidate Posting Agreement with the Company governing the terms and conditions of their use of the Site and (ii) obtain prior written consent from each Candidate authorizing the posting of his or her resume on the Site.

d. Business-Related Discussion Forums.

The Company will permit Users to post business-related information, questions, idea, reviews, and the like on an internal forum and interactive message board. Other Users may choose to respond to the posts or not. Users should never post personal information such as social security, credit card, or bank account numbers on the Site.

e. Other Content.

The Company may make, or permit to be made, improvements and/ or modifications, revisions, additions, or deletions of any Content on this Site at any time in its sole discretion with or without notice to Users.

f. Content-Related Disclaimers.

The Company does not and cannot guarantee that the applicable vendors, suppliers, licensors, or third-parties will continue to provide the Subscriptions, Products, Services, Candidates, or other Content appearing on this Site.

3. Employment and Employment Benefit Matters.

Nothing in this Agreement creates or shall be deemed to create an agency or employer-employee relationship between any User and NGP. Accordingly, Users shall have no right or authority under this Agreement to bind, commit, or otherwise obligate NGP to any terms, conditions, or contractual obligations with any other party. In addition, NGP is not to be considered to be an employer with respect to Your use of this Site or with respect to Your consideration of any Candidates or other Content. NGP therefore shall not be responsible for any employment decisions, for whatever reason, made by You in response to postings of resumes or other Content on this Site. Finally, nothing in this Agreement permits or shall be construed to permit any User to be covered by NGP's insurance policies or otherwise eligible for employment benefits provided by NGP to its employees. You further waive the right to participate in any such benefit programs to the extent such right arises from this Agreement or Your use of the Site.

4. Application of Terms.

This Agreement applies to this Site even if You or your Portfolio Company has another agreement in place with NGP. The Company may in its sole discretion modify or revise the terms of this Agreement with or without notice, and any such modifications or revisions will apply to use of this Site and the Content on it after such modifications or revisions are made.

5. Access to Other Sites; No Legal, Tax, or Financial Advice.

This Agreement does not apply to all of the sites owned or operated by NGP and You should carefully review the Terms of Use (or similar governing documents) for each site You use. Nothing on this Site shall be interpreted as NGP offering legal, tax, financial, or other advice to any User or Portfolio Company.

6. Privacy Policy.

This Privacy Policy (“Policy”) relates only to the Company’s online information collection and use practices on this Site. This Policy defines how the Company treats personal information provided to it through the use of the Site. The Company may modify or revise this Policy from time to time in its sole discretion with or without notice to Users.

a. Types of Information Collected.

The Company may collect both (i) personally-identifiable information and (ii) aggregate information from the Site.

Personally-identifiable information relates to a User, and includes name, address, e-mail address, and the like. Personally-identifiable information is only collected from Users who provide it to the Company knowingly and voluntarily. Users must provide personally-identifiable information in order to create an account on this Site and receive a User ID and password necessary to view the Site and to have access to its Content.

Aggregate information relates to such things as how many Users visit the Site, which pages they access, and what information they view. When You visit the Site, the Company may automatically collect this information and combine it with similar information collected about other Users.

b. How the Information is Collected.

Personally-identifiable information is collected from You directly and with your knowledge. For example, when You create an account in order to obtain a User ID and password necessary to access the Site, the Company will collect Your e-mail address. The Company also collect aggregate, non-personal information on an ongoing basis when You view or visit the Site.

The collection of this information is done either through “cookie” technology or with “web beacons.” “Cookies” are bits of information that are placed by a website in a storage place on Your computer. The Company may use cookies to track usage patterns on the Site. The cookies may contain personally identifiable information and this information may be shared with NGP. If You do not want cookies, your web browser likely includes an option that allows You to not accept them. But if you set your browser to refuse cookies, some portions of the Site may not be available to You. “Web beacons” allow the Company to determine whether a page has been viewed.

c. How the Company Uses Your Personal Information.

The Company will use the information collected from this Site to provide You with the Subscriptions, Products, Services, Candidates, and other Content You have requested from this Site. For example, if You would like to contact a Candidate for employment whose resume has been posted on this Site, the Site will permit you to send an e-mail to the recruiter or recruiting firm that posted the resume to the Site. The Company may also use Your e-mail address to notify You when information on this Site has been updated if You desire to receive such updates. The

Company may also use Your e-mail address to respond to Your comments or requests for information submitted through the Site.

The Company will not sell any User's e-mail address or other information. The Company may, however, share such information with other entities within NGP. The Company may also allow access to the Site by third parties that provide services, such as technical maintenance, forum software, or statistical analysis, but only for the purpose of and to the extent necessary to provide those services.

The Company may use personal information to improve the Content of this Site; to statistically analyze website usage; and to update the features of the Site. The Company may also combine non-personal information collected automatically with personal information.

The Company will provide personally identifiable information collected from this Site to third parties who request such information only when necessary to comply with valid legal process or otherwise when the Company determines in its sole discretion that a business necessity exists. The Company may share aggregate information about Users with third parties in an effort to customize and enhance the Content of the Site.

7. Intellectual Property Rights.

The Company, and its vendors, suppliers, licensors, and third-party providers that the Company posts information about on the Site, or permits to post information on the Site, own all copyrights to the Content on this Site and all other intellectual property rights related to this Site. All logos, trademarks, service marks, and trade names (collectively, the "Marks") are proprietary to NGP or its vendors, suppliers, licensors, or third-party providers. You acknowledge that You have been advised by the Company that the Content, Marks, and all other proprietary material accessible through this Site is protected in the U.S. and internationally by a variety of laws and regulations.

THE UNAUTHORIZED USE, COPYING, OR DISPLAY OF ANY CONTENT FROM THIS SITE IS NOT PERMITTED. YOU MAY ONLY VIEW OR USE CONTENT FROM THIS SITE FOR USE BY NGP'S PORTFOLIO COMPANIES AND YOU MUST KEEP ALL COPYRIGHT AND OTHER PROPRIETARY NOTICES ATTACHED TO ANY DOWNLOADED MATERIAL.

8. External Sites.

This Site may contain links to other websites (each, an "External Site") which are owned or operated by vendors, suppliers, licensors, and other third parties who provide the Subscriptions, Products, Services, Candidates, and certain other Content available on this Site. The Company makes no representations whatsoever about any External Site that You may access through this Site. The Company is not responsible for the policies or content at External Sites and the Company does not control the privacy policies of the External Sites. The Company does not control how User information will be utilized at External Sites. Since the Company has no control over such sites and resources, You acknowledge and agree that the Company is not responsible for the availability of such External Sites or resources and is not responsible or liable for any content,

advertising, Subscriptions, Products, Services, Candidates, or other material or information on or available from such External Sites or resources. Links to External Sites are provided solely as a convenience to Users of this Site. It is Your responsibility to take precautions to ensure that whatever External Site You select for Your use is free of such items as viruses, worms, trojan horses, or other items of a destructive or disruptive nature. It also is Your responsibility to read the terms of use and the privacy policies that may appear on such External Sites and to determine for Yourself whether You are willing to assent to such terms or policies. References on this Site to any names, Marks, Subscriptions, Products, Services, Candidates, or Content of any third parties or to hypertext links to External Sites are provided solely as a convenience to You, and do not constitute or imply an endorsement, sponsorship, or recommendation of, or affiliation with, the third party or its Subscriptions, Products, Services, Candidates, or other Content. The Company makes no representation or warranty as to any third-party content, Subscriptions, Products, Services, Candidates, or Content, and You agree that the Company will not be responsible or liable, directly or indirectly, for any damage or loss caused by or alleged to be caused by or in connection with use of or reliance on any such third-party Subscriptions, Products, Services, Candidates, or Content available through or on any External Site or third-party resource, or for any use of any personal information that You may choose to convey as You use an External Site. If You are interested in adding any links to this Site, You must submit the proposed links to the Company's General Counsel for consideration.

9. Disclaimer of Warranties.

THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED. USE OF THIS SITE IS AT USER'S SOLE RISK. THE COMPANY DOES NOT WARRANT OR REPRESENT THAT THIS SITE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES THE COMPANY MAKE ANY WARRANTY OR REPRESENTATION AS TO THE QUALITY OR LACK OF DEFECT OF ANY RESOURCE, FORM, DATA, SUBSCRIPTION, PRODUCT, SERVICE, CANDIDATE, OR OTHER CONTENT OBTAINED BY ANY USER VIA THIS SITE. THE COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THIS SITE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE OF THIRD-PARTY WEBSITES, IF ANY, TO WHICH ANY USER GAINS ACCESS VIA THIS SITE.

10. General Release.

In consideration of the Company permitting You to access and use this Site, You, on behalf of Yourself and Your Portfolio Company, release and acquit to the fullest extent permitted by applicable law NGP (and all of its owners, affiliates, officers, directors, owners, members, managers, employees, representatives, and agents), and those who provide information to the Company for use as Content on this Site (and all of their owners, affiliates, officers, directors, owners, members, managers, employees, representatives, and agents), from all liability for any loss, expense, claim, demand, injury, or damage (each, a "Claim") of any nature that you may suffer or sustain by reason of, or arising from or relating to, your use or access of the Site,

INCLUDING WITHOUT LIMITATION FOR LIABILITY FOR ANY CLAIM OF ANY KIND ARISING FROM OR RELATING TO THE NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE OF NGP OR THOSE WHO PROVIDE INFORMATION TO THE COMPANY FOR USE AS CONTENT ON THIS SITE.

11. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR NGP BE LIABLE TO ANY USER, PORTFOLIO COMPANY, OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THIS SITE, INCLUDING USE OF OR INABILITY TO USE THIS SITE, ANY CHANGES TO OR INACCESSIBILITY OF THIS SITE OR ITS CONTENT, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL, OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE. IF A USER IS DISSATISFIED WITH THIS SITE, THE USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CEASE USE OF THIS SITE.

12. Indemnification.

IN CONSIDERATION OF THE COMPANY PERMITTING YOU TO ACCESS AND USE THIS SITE, YOU AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND NGP (AND ALL OF ITS OWNERS, AFFILIATES, OFFICERS, DIRECTORS, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS) FROM AND AGAINST ANY CLAIMS, INCLUDING COSTS AND ATTORNEY'S FEES, ASSERTED BY ANY PERSON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THIS SITE.

13. Termination.

By accessing this Site, You acknowledge and agree that the Company reserves the right in its sole discretion at any time with or without notice to (a) refuse or terminate access to all or any portion of this Site; (b) suspend Your access to or use of all or any portion of this Site; (c) terminate any license or similar right granted in this Agreement; or (d) retrieve any Content obtained by You from this Site. This shall not apply to or prejudice your rights under other agreements You or Your Portfolio Company may have with NGP.

14. Forums and Postings.

Although the Company may remove any User-provided messages, postings, and comments from this Site at any time in its sole discretion, all such messages, postings, and comments express the views of the applicable User, and not NGP. NGP will not be held responsible for the content of any message, comment, or information provided by any User or third party. NGP does not indorse any third party which may solicit business from this Site through the posting of Content on this

Site. You should always research all Subscriptions, Products, Services, Candidates, and other Content available on this Site independently and make Your own informed decision.

By using this Site, You warrant and agree that You will not post any messages or comments that are inappropriate, obscene, vulgar, sexually-orientated, hateful, threatening, defamatory, violative of any third party intellectual property rights, or otherwise violative of any laws. You also agree not to use this Site for any illegal activity. These offenses are grounds for immediate refusal or termination of access to this Site. All information posted to this Site becomes the property of the Company. As a result, the Company reserves the right to remove, edit, move, or delete any such information in its sole discretion any time, with or without notice, and any or no reason.

15. Subscription, Product, Service, and Candidate Reviews.

Users should perform their own research and evaluation of the Subscriptions, Products, Services, Candidates, and other Content available on this Site and make their own well-informed decision before utilizing, purchasing, or considering any Subscriptions, Products, Services, Candidates, or other Content available on this Site. Any review of any such Subscriptions, Products, Services, Candidates, or other Content by any User posted on this Site is solely the opinion of the User that provided the review. NGP shall have no liability whatsoever for any User-provided opinion or review related to any Subscriptions, Products, Services, Candidates, or other Content appearing on this Site. Subscriptions, Products, Services Candidates, and other Content on this Site are reviewed, purchased, or utilized at the User's own risk.

16. Miscellaneous.

a. Notices.

All notices regarding this Site shall be in writing and delivered to the attention of the Company's General Counsel.

b. Law.

This Agreement shall be governed by the laws of the State of Texas applicable to agreements as if made and to be performed wholly within such state, regardless of its conflicts of laws principles.

c. Forum and Venue.

All Claims arising under or relating to this Agreement shall be brought in the federal or state courts located in Dallas County, Texas. Notwithstanding anything to the contrary in this paragraph, the Company may apply to a court of any other jurisdiction for injunctive or other equitable relief in respect of a breach or anticipated breach by You of this Agreement.

d. Entire Agreement.

This Agreement constitutes the complete statement of the agreement between the Company and You with respect to this Site and supersedes any prior or contemporaneous communications,

negotiations, representations, statements and understandings, whether oral or written, between the parties concerning this Site.

d. Waiver of Right to Jury Trial.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EACH PARTY SHALL, AND HEREBY DOES, IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM AGAINST THE OTHER PARTY OR ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT (EITHER ALLEGED BREACH OR ENFORCEMENT).