

## SUBSCRIPTION ORDER FORM

This Order Form dated July 10, 2025 ("Effective Date") is entered into by and between Oil Price Information Service, LLC, 9841 Washingtonian Blvd., 5th Floor, Gaithersburg, MD 20878 United States ("Licensor" or "Dow Jones") and Washington State Department of Enterprise Services, PO Box 41460, Olympia, Washington 98504-1460, United States ("Client") ("Order Form").

### Order Information

Client		Dow Jones Legal Entity	
Washington State Department of Enterprise Services PO Box 41460 Olympia, Washington 98504-1460 United States		Oil Price Information Service, LLC 9841 Washingtonian Blvd., 5th Floor Gaithersburg, MD 20878 United States	
Billing Frequency	Monthly	PO Required	Yes
Payment Terms	Net 30	PO Number	
Currency	USD	PO Date	
Auto Renew	No	ID Number (NetSuite)	154524
<b>Additional Details</b>			
VAT/Tax ID			

### Ship to / Bill to Information

Ship To		Bill To	
Washington State Department of Enterprise Services Room 201 210 11th Avenue Olympia, WA 98504-1460 United States		Accounts Payable Washington State Department of Enterprise Services PO Box 41460 Olympia, WA 98504-1460 United States	
Contact Name	C&P-Team Maple	Contact Name	C&P-Team Maple
Contact Tel #	(360) 407-2210	Contact Tel #	(360) 407-2210
Contact Email	descontractsteammaple@des.wa.gov	Contact Email	desaccountspayable@des.wa.gov

### Contract Information:

### Dow Jones Contact:

License Start Date: July 10, 2025 License End Date: June 30, 2028	Patrick Carey pcarey@opisnet.com
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### Pricing Information

Product Name	Year 1 Price (Excl Taxes)	Year 2 Price (Excl Taxes)	Year 3 Price (Excl Taxes)
OPIS Carbon Market Report			
OPIS Wholesale Rack - Both			
OPIS Biodiesel Rack Report			
<b>Grand Total (Excl Taxes)</b>	\$29,019.00	\$35,592.00	\$42,180.00

## Product Service Level and Functional Use Case

Product Name	Product Notes	License Type	Authorized Users	Service Level	Use Case
OPIS Carbon Market Report		Client	Unlimited	Full	All
OPIS Wholesale Rack - Both	See Table A	Client	Up to two (2)	N/A	N/A
OPIS Biodiesel Rack Report	See Table A	Client	Up to two (2)	N/A	N/A

**Table A**

Product Name	Product Notes	Delivery
OPIS Wholesale Rack - Both	Daily report containing gross standard gasoline and/or diesel rack prices for up to six (6) locations for the calendar day timing and up to seven (7) locations for choice of gross standard and/or terminal for the closing timing. Client will have choice of rack prices being delivered as reported, and/or with carbon compliance costs included and/or without carbon compliance costs included for all applicable locations	Email
OPIS Biodiesel Rack Report	Daily contract and closing report containing gross standard biodiesel rack prices for up to five (5) locations. Client will have choice of rack prices being delivered as reported, and/or with carbon compliance costs included and/or without carbon compliance costs included for all applicable locations.	Email

### Notes:

- Client is granted a license to use the Product(s) listed above subject to the Dow Jones Terms and Conditions ("Dow Jones T&Cs") in force on the Effective Date of this Order Form and located at <https://www.opisnet.com/licensing-terms-conditions>. Upon signing this Order Form, Client will be deemed to have accepted and to be bound by the Dow Jones T&Cs without any further explanation by Dow Jones.
- Any special terms and conditions applicable to the Product(s) shall either be found herein and labelled as Special Terms and Conditions or attached as an Annexure to this Order Form.
- Subject to the terms of the Agreement, new business quotes are valid for 30 days and renewal quotes are valid through the current annual subscription expiration date. All capitalized terms have the same meaning as set forth in the Agreement.

### Special Terms and Conditions:

- This Order Form together with the Dow Jones T&Cs is collectively referred to as the "Agreement." In the event of conflict between this Order Form and the Dow Jones T&Cs, this Order Form shall govern and control.
- Certain Products are available in three service levels: Basic, Limited, or Full:
  - "Basic" means the Product may only be used for informational purposes by the named Authorized User(s). The Product may not be shared with others, either on its own or integrated with data or information from other sources.
  - "Limited" means the Product may be used for one functional use case.
  - "Full" means the Product may be used for all functional use cases.
- The applicable functional use cases are described below:
  - Contract Settlement and Invoicing – using insubstantial and de minimis portions of Product data in contracts and invoices, including validating invoices or payments with third parties.
  - Trading – using the Product to support internal trading operations, such as pre- or post-trade analysis, mark-to-market, P&L calculation, trade performance benchmarking, or market value at risk calculations.

(3) Reporting, Planning, and Other Corporate Internal Use – using the Product internally for strategy, planning, reporting, analysis, presentations, transfer pricing, inventory valuation, or other Internal Uses not covered by (1) or (2) above.

4. Client agrees to comply with any service level and functional use case listed above. Unless otherwise noted herein, all functional use cases are for Internal Use only and all terms of the Dow Jones T&Cs apply.
5. Notwithstanding anything contrary in the Agreement, if Client licenses a NYMEX or ICE feed, the NYMEX and ICE feed fee is subject to change at the sole discretion of NYMEX or ICE. Licensor will provide Client 30 days' written notice prior to the change of the feed fee taking effect.
6. Licensor may adjust rack prices in certain markets to reflect the wholesale rack prices modified to include and/or exclude carbon compliance costs ("Adjusted Rack Prices"), resulting from carbon regulations in such markets.

Absent transparent data that pinpoints a supplier's actual price exposure to the regulatory costs, Client understands that Licensor is using its daily spot carbon allowance price assessments to derive the carbon compliance costs to adjust rack prices and arrive at the Adjusted Rack Prices. More information regarding Adjusted Rack Prices can be found at <https://www.opisnet.com/resources/cap-and-trade>.

Client agrees that, if any Adjusted Rack Price files (adjusted to include or exclude carbon compliance costs) are added to this account in the future, the terms included herein will apply to these additional files. Client fully understands that the Adjusted Rack Price files MAY NOT match the rack prices received by other customers who do not receive Adjusted Rack Price files. Client agrees that risks may be associated with Client utilizing Adjusted Rack Price files in the current market environment while Client's competitors and customers ("Counterparts") potentially receive standard rack price files. Client agrees to inform those Counterparts of the nature of the prices Client is using from Licensor and how they may be different from standard rack prices. Client accepts the risks inherent with using Adjusted Rack Price files. Client covenants and agrees that it will indemnify, defend and hold harmless Licensor and its affiliates and its third-party providers from any and all damages, costs, fines, fees, penalties or liabilities (including attorneys' fees), incurred by Client arising out of or in any way related to Client's licensing or use of the Adjusted Rack Prices.

7. **Site Performance.** Licensor reserves the right to promptly suspend or restrict the Client's access to the licensed Products if Licensor determines in its sole discretion that such access is being misused, including without limitation, automated usage that impacts the FTP, API, or web service site performance.
8. **Use of Third-Party Vendor.** At Client's request, certain Products may be delivered through a Licensor-approved third-party provider ("Vendor"). Client understands and agrees that Licensor is not responsible for any costs associated with Client's use of a Vendor, including costs associated with switching Vendors or loading historical data. Delivery of Products to Client via the Vendor system and/or software is solely the responsibility of the Vendor. Client agrees that Licensor will not be liable for damages due to actions of the Vendor, including negligence or error.
9. Section 5.2 of the OPIS T&Cs is deleted in its entirety and replaced with the following:  
  
"5.2 [Reserved.]"
10. Section 5.3 of the OPIS T&Cs is deleted in its entirety and replaced with the following:  
  
"5.3 [Reserved.]"

11. Section 7.5 of the OPIS T&Cs is deleted and replaced with the following:

**“7.5 Effect of Term or Termination.** Unless otherwise provided in the Agreement, and except for Client’s obligations with respect to record retention pursuant to State of Washington statutes, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except for Client’s obligations with respect to record retention pursuant to State of Washington statutes, Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from Licensor provide written certification to Licensor that Client has complied with this paragraph.”

12. Section 10.2 of the OPIS T&Cs is deleted and replaced with the following:

**“10.2 Publicity.** Any publicity concerning a Party will require the other Party’s prior written consent.”

Signed for and on behalf of  
**CLIENT**  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Signed for and on behalf of  
**OIL PRICE INFORMATION SERVICE, LLC**  
by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date