

COVENANT NOT TO SUE

This Covenant Not to Sue (“Covenant”) is effective as of the date of the signature set forth on the signature page below (the “Effective Date”), and is provided by U.S. Well Services, LLC, a Delaware limited liability company having its principal place of business at 1360 Post Oak Boulevard, Suite 1800, Houston, Texas 77056 and ProFrac Holding Corporation, a Delaware corporation having its principal place of business at 333 Shops Boulevard, Willow Park, Texas 76087 (collectively “USWS”), to Liberty Energy, Inc., Liberty Oilfield Services LLC, and Liberty Advanced Equipment Technologies LLC (collectively, “Liberty”), and ST9 Gas and Oil LLC, and ST9, Inc. (collectively “ST9”) (Liberty and ST9 being referred to herein as “Liberty/ST9”). USWS and Liberty/ST9 are referred to collectively herein as “the Parties” and individually as a “Party.”

A. WHEREAS USWS asserts that it owns U.S. Patent No. 11,459,863 (“the ’863 Patent”); and

B. WHEREAS USWS had asserted a claim of patent infringement of the ’863 Patent against Liberty/ST9 in the lawsuit styled U.S. Well Services, LLC et al. v. Liberty Energy Inc. et al., Civil Action No. 4:24-cv-00839, pending in the Houston Division of the Southern District of Texas, but subsequently removed the ’863 Patent from the lawsuit in an Amended Complain dated June 3, 2024.

NOW, THEREFORE, to remove any actual or possible case or controversy between the Parties concerning the ’863 Patent, USWS covenants and agrees as follows:

1. Definitions.

1.1 Affiliates. For purposes of this Covenant, with respect to a person or entity, the term “Affiliate” shall mean any other person or entity (including any corporation, company, joint venture, partnership, firm, limited liability company, or subsidiary) formerly, now or hereafter Controlled by, Controlling, or under common Control with such person or entity. For avoidance of doubt, two entities that are Controlled by the same corporation, natural person, or group of corporations or natural persons shall be deemed Affiliates. In the event that a person or entity is not an Affiliate as of the Effective Date of this Agreement, but later becomes an Affiliate through an acquisition by Liberty/ST9 or any of its Affiliates (an “Acquired Affiliate”), such Acquired Affiliate shall be deemed, upon completion of such transaction or transactions, to be an Affiliate for the purposes of this Covenant as of the Effective Date of this Covenant.

1.2 Control. The term “Control” shall mean the direct or indirect: (a) ownership or control (whether through contract or otherwise) of: (1) in the case of corporate entities, at least fifty percent (50%) of the stock or shares entitled to vote for the election of directors, or (2) in the case of non-corporate entities, at least fifty percent (50%) of the equity interest in such non corporate entity; or (b) power (whether through contract or otherwise) to direct management or management policies of such entity. Notwithstanding the foregoing, in any country where a person or entity is not permitted by law to own fifty percent (50%) or more of the shares of an

entity in that country, "Control" shall mean the direct or indirect: (x) ownership or control of the maximum allowed ownership interest in such entity under the laws of that country; or (y) power (whether through contract or otherwise) to direct management or management policies of such entity.

2. Covenant Not to Sue. USWS hereby covenants and agrees, on behalf of itself and its Affiliates, to the fullest extent permitted by law, that neither USWS nor any of its Affiliates will directly or indirectly institute, file or cause to be filed, maintain, assist with, or advise to be commenced, or threaten, any action or suit for patent infringement for the '863 Patent at any time, against Liberty/ST9 or any of its Affiliates. The foregoing covenant not to sue extends to direct and indirect suppliers and customers of Liberty/ST9, who are intended third-party beneficiaries of this Covenant, but only to the extent that the allegation of patent infringement is based, at least in part, on (a) a product or service to be provided, directly or indirectly, to Liberty/ST9 or its Affiliates or (b) a product or service provided, directly or indirectly, by Liberty/ST9 or its Affiliates.

3. Covenant Runs with the Patent. USWS expressly agrees that the Covenant Not to Sue runs with the '863 Patent such that each party who subsequently owns or exclusively licenses the '863 Patent shall be bound by the obligations of USWS hereunder as if it were a party to this Covenant. USWS agrees to notify any subsequent assignee or transferee of the '863 Patent in writing and condition any transfer of any rights under the '863 Patent on the transferee's express agreement to be bound by this Agreement. USWS expressly agrees that the Covenant Not to Sue includes within its scope any patent that may issue as a reissue patent from the '863 Patent and any claims that may be subsequently approved and form part of the '863 Patent.

4. Warranty of Ownership. U.S. Well Services, LLC represents and warrants that it is the exclusive owner of all rights, title and interest, including the right to sue for past infringement, in and to the '863 Patent.

IN WITNESS WHEREOF, USWS has executed this Agreement on the date set forth below.

U.S. Well Servies, LLC

ProFrac Holding Corporation

By:  _____

By:  _____

Print Name: Steven Scrogam

Print Name: Steven Scrogam

Title: Chief Legal Officer

Title: Chief Legal Officer

Date: 6/13/2025

Date: 6/13/2025

Hopkins, Matt

From: Dale, Ahtoosa Amini
Sent: Friday, June 13, 2025 5:29 PM
To: Reckers, Rob (SHB); Sosolik, Emily R. (SHB); Morehan, David W. (SHB); Ripkowski, Deborah (SHB); Chaney, Tanya (SHB)
Cc: USWS-Liberty; Hopkins, Matt
Subject: US Well Services, LLC et al v. Liberty Energy Inc. et al - Covenant Not to Sue 863 Patent
Attachments: Covenant Not to Sue - 863 Patent.docx.pdf

Counsel,

Please see attached a Covenant Not to Sue on U.S. Patent No. 11,459,863.

Thanks,
Ahtoosa

Ahtoosa Amini Dale

Partner

Winston & Strawn LLP
2121 North Pearl Street, Suite 900
Dallas, TX 75201

D: +1 214-453-6472

F: +1 214-453-6400

[Bio](#) | [VCard](#) | [Email](#) | [winston.com](#)

Pronouns: She, Her, Hers

**WINSTON
& STRAWN**
LLP