

ZONEVU SERVICE POLICY

Ubiterra has entered into a ZoneVu Service Agreement (“ZSA”) with Customer. This document states the applicable level of service availability to be provided under that agreement.

1. RESPONSE TIME

Ubiterra will respond within 3 hours, mean response time, to requests for technical support. Requests must be submitted during Ubiterra’s normal business hours, which are Monday through Friday, 7 AM – 5 PM Mountain Time, excluding bank holidays. Ubiterra’s standard support procedures are as follows:

- a. Requests for support may be submitted by any of the following methods:
 - (1) Via email to support@Ubiterra.com, or
 - (2) Via telephone at 1-866-238-8283 (toll-free) or 303-629-8330 (direct).
- b. Support requests should include as much detail as possible in order to facilitate the resolution process. Required detail includes such items as user name, issue description and urgency, application page being used, document and vendor numbers, number of users affected, date/time, etc.
- c. Customer’s application administrator or other contact must be available to assist with further information gathering or resolution testing.

Mean response time will be calculated monthly, based on all requests submitted in accordance with these procedures.

2. SERVICE AVAILABILITY

Ubiterra’s goal is to ensure that Service Downtime for the ZoneVu Service does not exceed 0.5% during any calendar month. “**SERVICE DOWNTIME**” is calculated by dividing (x) the number of minutes that Customer is unable to access ZoneVu Service on a continuous basis during any calendar month by (y) the total number of available minutes during the same month. Service Downtime does not include (i) any planned outages outside of normal business hours where Ubiterra has provided Customer with a timely Notice of Downtime as described in Paragraph 3, or (ii) any interruption in the ability of Customer to access the ZoneVu Service that continues for less than 10 minutes or results from causes beyond Ubiterra’s control, including, but not limited to: (a) any failure in Customer’s own computer systems, telephone equipment, hardware, software or other equipment; (b) a Force Majeure event; (c) any act or omission by Customer or any of its Users; (d) failures that cause downtime in Microsoft’s Azure service; (e) interruptions of flow of drilling data due to Ubiterra’s data suppliers.

For these purposes ZoneVu Service includes the complete operating environment, including the Ubiterra applications, data center and data network, as well as all integrated telecommunications equipment. ZoneVu Service does not include any of the following, if owned or operated by Customer: data network, data processing equipment, telecommunications equipment and services, Internet or broadband service, and any other publicly available data communications facilities utilized by Customer.

3. NOTICE OF DOWNTIME

Ubiterra will use commercially reasonable efforts to provide Customer at least 72 hours' notice of the date, start time, and completion time of any regularly scheduled data center downtime. Ubiterra will provide notification of downtime by email to Customer's designated application administrators, and, if requested, to other users within Customer's organization, provided that Customer has maintained a current email address for each such user in accordance with Ubiterra's instructions.

4. OTHER

This ZoneVu Service Policy is an integral part of the ZSA, whose terms, conditions, limitations, and exclusions apply in full hereto.

This ZoneVu Service Policy may be amended by Ubiterra from time to time on not less than 30 days' notice to Customer; *provided* that no such amendment may reduce the level of service hereunder in a material manner without Customer's consent.