

DECISION SPACE® ESSENTIALS TERMS AND CONDITIONS

This Terms and Conditions for Decision Space® Essentials (the "Agreement") is between Landmark and the entity or person identified in the order screen and govern the related Cloud Services. Each of Landmark and Customer may be referred to individually as a "Party", and collectively as the "Parties".

1. DEFINITIONS.

- 1.1 "Access" means to store data in, retrieve data from, view and/or edit data managed by, make use of, initiate a process through or otherwise interact with, either directly or indirectly, using electronic means or otherwise.
- 1.2 "Affiliate" or "Affiliates" or "Affiliated" means in relation to a Party, a company (a) which controls either directly or indirectly a Party; or (b) which is controlled directly or indirectly by a Party; or (c) which is directly or indirectly controlled by a company or legal entity, which directly or indirectly controls a Party. For the purpose of this definition, "control" means ownership or control of at least 50% (fifty percent) of the registered capital of such company or legal entity or the right to exercise more than 50% (fifty percent) of the voting rights of such company or entity.
- 1.3 "Content" means any and all information, data, software, text, images, audio, video, photographs and other content and material, in any format.
- 1.4 "Customer" means the proper name of the entity or person identified as the customer in the order screen.
- 1.5 "Cloud Services" means collectively the computer programs, functionality, Content, and any other services delivered to Customer by or on behalf of Landmark under this Agreement.
- 1.6 "Fees" shall mean the license fees or other charges set out in the order screen.
- 1.7 "Landmark" means (i) with respect to any Cloud Services within the United States, Landmark Graphics Corporation or (ii) with respect to any Cloud Services provided or used outside the United States, Landmark Technology Holdings, Inc., or otherwise designated.
- 1.8 "Landmark Group" means Landmark, its parent, subsidiary and Affiliated companies, its subcontractors, vendors, suppliers, and/or its/their directors, officers, employees, agents and consultants.
- 1.13 "Subscribed Named User" shall mean any one (1) natural person designated by Customer and registered to Access the Cloud Services, with a unique user name, email address and password, limited to Customer's employees and contractors.

2. TERM.

- 2.1 Landmark will provide the Customer with Access to Cloud Services for the period of time specified in the order screen ("Term")

3. DELIVERY AND PAYMENT.

- 3.1 Once placed, Customer's order is non-cancelable and the sums paid are nonrefundable.
- 3.2 Customer shall pay, in addition to the Fees, any tariffs, any taxes (including, but not limited to, sales and/or use taxes, value added taxes, withholding taxes, service taxes, or any other taxes) or levies imposed by a governmental agency with respect to the purchase or use of the Cloud Services. If Customer is exempt from any taxes, Customer must provide Landmark with the necessary documentation required by the taxing authority to sustain such an exemption. Customer agrees to indemnify and hold harmless Landmark from all claims and liability for penalties, fees and/or interest arising from Customer's failure to pay such taxes in a timely fashion.
- 3.3 Unless Landmark requires special credit terms, Customer must pay the Fees as specified in the order screen within twenty (20) days from the date of Landmark's invoice or as otherwise stated on the order screen. Landmark may require Customer to provide irrevocable letters of credit, cash in advance or other forms of security.
- 3.4 Should Customer become more than thirty (30) days delinquent in the payment of any sum due Landmark pursuant to this Agreement or any other agreement between Landmark and Customer, Landmark may (a) suspend performance under this or any other related agreement between Landmark and Customer after ten (10) days from the date of written notice of the proposed suspension to Customer and (b) invoice Customer for interest on any unpaid balance from the date payable until paid at the lesser of 18% per annum or the highest lawful contract rate applicable. In the event Landmark employs an attorney for collection of any account, Customer agrees to pay reasonable and necessary attorney fees, plus all collection and court costs.

4. WARRANTY AND OBJECTIVES.

- 4.1 Landmark warrants that the Cloud Services were developed with reasonable diligence and skill, and that it substantially conforms to published documentation and source files. The Cloud Services are deemed accepted AS-IS without any further warranty.
- 4.2 Landmark does not warrant that the operation of the Cloud Services will be uninterrupted or error free, or that Landmark will correct all errors, or that the Cloud Services will meet your requirements or expectations. Landmark is not responsible for any issues related to the performance, operation, or security of the Cloud Services that arise from the network, or Content, or services provided by third parties. Landmark does not warrant the Cloud Services will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Landmark does not warrant any third party software even if included with other Landmark-owned software. However, the original

suppliers may provide their own warranties as specified in the documentation accompanying such third party software.

- 4.3 THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. LANDMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO CONDITIONS INCLUDING SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

5. CLOUD SERVICES SUBSCRIPTION.

- 5.1 In consideration of payment of the Fees, Landmark will provide Customer's Subscribed Named Users Access the Cloud Services for internal use only. Customer represents and warrants that its Subscribed Named Users read, agree, and comply with the Acceptable Use Policy in Exhibit B.
- 5.2 The Cloud Services may only be utilized by the Customer's designated Subscribed Named User. The Subscribed Named User may Access the Cloud Services on multiple machines; however, the Subscribed Named User subscription license to the Cloud Services may not be utilized by anyone other than the Subscribed Named User designated by the Customer. The Subscribed Name User may not transfer to another.
- 5.3 Customer shall not, nor allow any of its employees, agents, consultants, and contractors to:
- a) copy, modify, merge, reverse engineer, reverse assemble, decompile or disassemble any component of the Cloud Services (except for training books and materials which the Customer may make one copy of the documentation for a Customer's Subscribed Named User's internal use only while maintain Landmark's copyright notices);
 - b) hack into, introduce viruses into or otherwise tamper with the Cloud Services or any other actions prohibited in the Acceptable Use Policy in Exhibit B;
 - c) distribute, publish, transfer, timeshare, sublicense or make the Cloud Services or documentation available to other entities, organizations or persons/individuals;
 - d) place a disproportionate load on the Cloud Services (Landmark reserves the right to recover costs associated with such Customer actions);
 - e) publish any results of tests run on the Cloud Services;
 - f) install or use third party software within or on the Cloud Services; or
 - g) exceed allocated storage space.
- 5.4 If Customer is located in a country requiring registration of software licenses with government authorities, Customer is responsible for meeting all such requirements.
- 5.5 Customer agrees that unavailability of Cloud Services does not constitute a breach of any obligation under this Agreement and waives any and all claim against Landmark for any legal recourse, including, but not limited to, injunctive or declarative relief, loss, cost or expense, including consequential damages.
- 5.6 Details for support is provided in Exhibit A, Support.
- 5.7 Landmark provides security measures to help protect the Cloud Services through use of industry accepted practices and available commercial security applications and methodology to help protect Customer's data. Additionally, Cloud Services use industry standard firewall borders, network monitors, operating system security parameters, anti-virus software and security policy administration. Landmark neither represents nor warrants the safety, security, recovery, or integrity of Customer's data.
- 5.8 Landmark will provide full backups once per week and incremental backups once per day. Backups will be maintained for a period of 14 days from the time the backup is taken unless additional retention has been purchased. Restore operations take place during scheduled maintenance windows and will vary in time based on multiple factors, including size and type of data set being recovered, copy speed and storage location.

6. PROPRIETARY RIGHTS, PATENTS, COPYRIGHTS, CONFIDENTIALITY, INDEMNITY.

- 6.1 Each Party will treat, protect and safeguard as proprietary and confidential all pertinent information disclosed to the other under this Agreement. Each Party agrees that it will not make use of, either directly or indirectly, any of the information which it has received from the other, other than for the purpose for which the information has been disclosed, except with specific prior written authorization. Each Party agrees not to disclose, publish or otherwise reveal any such information to any party without specific prior written authorization. Nothing in this Agreement limits Landmark from use of information in the improvement of its goods and services provided reasonable steps of anonymization and/or aggregation have been applied to the information to prevent disclosure of its origin.
- 6.2 These restrictions will not apply to any information which (a) is rightfully known or is in the rightful possession of the receiving Party as of the date of disclosure; (b) is generally distributed or made available to others by the disclosing Party following the date of its disclosure without restriction as to use or disclosure; (c) lawfully becomes known or available to the receiving Party from third parties who are not under a similar agreement, directly or indirectly, with the disclosing Party hereto regarding disclosure; (d) is independently developed without the use of the confidential information.

- 6.3 Upon the request of the Disclosing Party the Receiving Party will promptly return to the Disclosing Party all of the Disclosing Party's Confidential Information, including all copies of such Information made by the Receiving Party, except for one archival copy to evidence compliance with this agreement, and any electronic copies made in the ordinary course of business and are not readily able to be deleted. The Receiving Party may, upon obtaining prior written approval from the Disclosing Party, satisfy this requirement by providing a written certification of destruction of all of the Disclosing Party's Confidential Information. Customer may provide direct or indirect feedback regarding the Cloud Services and Landmark may use the feedback to improve its goods and services without obligation to Customer. This feedback may include logging and reporting regarding performance of the Cloud Services while Landmark maintains its obligations of confidentiality for Customer Content.
- 6.4 Customer acknowledges that Landmark is the sole and exclusive owner of, or otherwise has the legal right to, the Cloud Services and all patents, copyrights, trade secrets, trademarks, and other intellectual properties and proprietary rights therein. No title to or ownership of the Cloud Services or the patents, copyrights, trade secrets, trademarks, or other proprietary rights contained therein is transferred to Customer by this Agreement.
- 6.5 Customer acknowledges and agrees that its use of the Cloud Services may contain components manufactured or owned by companies and/or individuals ("Suppliers") other than Landmark ("Third Party Software"). Such Third Party Software shall be governed by the applicable end user license terms of the Third Party Software and Customer hereby agrees to be bound by such terms.
- 6.6 Landmark will defend Customer, at Landmark's expense, against a claim or suit alleging that Cloud Services provide under this Agreement infringes upon a patent or copyright granted by the United States of America. Landmark will pay all costs and any damages finally awarded, provided Customer gives Landmark prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In the defense or settlement, Landmark may obtain for Customer the right to continue using the Cloud Services, or replace or modify it (without substantially changing its original functions) so that it becomes non-infringing. Landmark is not liable if the alleged infringement is based on use/modifications to the Cloud Services in combination with products not furnished by Landmark.
- 6.7 Subject to applicable law, all Customer Content is owned by and shall remain the property of Customer. Customer grants Landmark Group the right to host, monitor, use, process, display and transmit Customer provided Content for the Cloud Services pursuant to this Agreement. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, security, and appropriateness of Customer's Content, and for obtaining all rights related to Customer Content required for Landmark Group to perform the Cloud Services. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities as well as the accuracy of data transmitted by electronic means and Landmark shall not be responsible for accidental or intentional interception of such Customer Content by others. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDMARK GROUP FROM ANY THIRD PARTY CLAIMING INFRINGEMENT TO CUSTOMER CONTENT. Customer may request the removal of the Customer Content from the Cloud Services and/or delivery of its Customer Content from computers under Landmark's custody or control. Landmark is a mere depository and stores the Customer Content strictly at the request of and subject to the sole discretion of Customer. Landmark shall not be liable for the corruption, damage, loss or mistransmission of data or Customer Content caused by the Cloud Services or transmission via any communications facilities. Landmark shall use commercially reasonable efforts in the recovery of the lost Customer Content from the Landmark last back-up preceding the loss. Landmark may immediately (and without prior notice) block access to any Customer Content on the Cloud Services (i) that Landmark believes violates applicable law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Agreement; or (ii) pursuant to the a subpoena, or an order issued by a court or government agency.
- 6.8 NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED ACCESS TO THE CLOUD SERVICES AND AGREES TO RELEASE, DEFEND, AND INDEMNIFY LANDMARK GROUP FROM ANY AND ALL CLAIMS, DAMAGES, AND LIABILITIES ARISING FROM ANY UNAUTHORIZED ACCESS. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD LANDMARK GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COST, EXPENSES, ATTORNEY FEES, AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS ARISING FROM THE USE OF THE CLOUD SERVICES INCLUDING ANY ASSOCIATED SERVICES DELIVERED BY LANDMARK TO CUSTOMER.
- 6.9 CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT OR STRICT LIABILITY OF LANDMARK GROUP OR ANY DEFECT IN THE CLOUD SERVICES FURNISHED BY LANDMARK GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT.

7. LIMITATIONS OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR QUOTATION TO THE CONTRARY, IN NO EVENT WILL LANDMARK GROUP BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS OR USE OF HARDWARE OR SOFTWARE). Customer accepts full responsibility for any investment or decisions made based on use or results from the Cloud Services. Any interpretation or analyses of geological or other Customer Content, and any recommendation or reservoir description based upon such interpretation or analyses are opinions based upon inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional geoscientists may differ. Accordingly,

Landmark cannot and does not warrant the accuracy, correctness or completeness of any such interpretation recommendation or reservoir description. As such, any interpretation, recommendation or reservoir description resulting from the Cloud Services for the purpose of any drilling, well treatment, production or any financial decision will be at the sole risk of Customer. Under no circumstances shall the aggregate liability of Landmark Group arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed the total amounts actually paid by Customer to Landmark under the Quotation giving rise to the liability during the six (6) months immediately preceding the event giving rise to such liability under such order screen. Any action against Landmark for claims under this Agreement must be brought within twelve (12) months after the cause of action accrues.

8. IMPORT & EXPORT CONTROL

The Cloud Services, or any feature or part thereof, may not be available for use in all jurisdictions, and Landmark makes no representation that the Cloud Services, or any feature or part thereof is appropriate or available for use in any particular jurisdiction outside of the United States. To the extent Customer chooses to access and use any Cloud Services outside of the United States, Customer does so at Customer's own initiative and at Customer's own risk and Customer is responsible for complying with any applicable laws, rules, and regulations including but not limited to export control regulations with respect to such access and use. Customer acknowledges that the Cloud Services are subject to the sanctions and export control laws and regulations of the United States and may also be subject to the sanctions and export laws and regulations of other countries where the Cloud Services may be hosted by or on behalf of Landmark from time to time (together "Trade Restrictions"). Customer shall comply, and shall take steps to ensure that its users comply, with all applicable Trade Restrictions, including but not limited to those of the United States and any other country where Customer or its users use the Cloud Services. Without limitation to the foregoing, Customer certifies that:

- a) Customer and its Users are not: (i) persons incorporated, located or ordinarily resident in any countries subject to comprehensive US sanctions which such countries may change from time to time - currently; Cuba, Iran, North Korea, Sudan, Crimea or Russia ("Sanctioned Territories"); (ii) persons owned or controlled by or acting on behalf of the governments of Sanctioned Territories; (iii) persons identified on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the US Treasury Department's List of Specially Designated Nationals, and the Commerce Department's List of Denied Persons or Entity List; or (iv) persons who are otherwise majority owned or controlled by any of the foregoing (together "Restricted Persons").
- b) Neither Customer nor its users will export, re-export, ship, transfer, sell or permit access, directly or indirectly, to the Cloud Services to or for the benefit of any Restricted Person, or otherwise use the Cloud Services in, or in connection with any project or transaction involving, any Sanctioned Territory.
- c) Neither Customer nor its users will use or allow any third party to use the Cloud Services for any purpose prohibited by applicable Trade Restrictions, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses [or use in connection with oil or gas exploration or production from Russian deepwater, Arctic offshore or shale projects in Russia].
- d) Customer and its users shall not upload to Customer's account any data, software, or Content that requires prior written government authorization for export/re-export, including but not limited to, certain types of encryption software.

Customer expressly agrees and acknowledges that Landmark's ability to perform under this Agreement is subject to Landmark's compliance with applicable laws, rules and regulations. Customer agrees that any refusal or failure by Landmark to perform its obligations hereunder on account of compliance with laws will not constitute a breach of any obligation under this Agreement and hereby waives any and all claim against Landmark for any legal recourse, including, but not limited to, injunctive or declarative relief, loss, cost or expense, including consequential damages, that Customer may incur or be subject to by virtue of such refusal or cancellation.

These assurances and commitments will survive termination of this Agreement.

10. TERMINATION.

- 10.1 Each party may terminate this agreement for material breach upon written notification to the breaching party if the breaching party fails to cure such material breach within 30 days following receipt of written notice of such material breach.
- 10.2 Upon termination for any reason, all Customer Content will be purged from the Cloud Service system. Customer's Access to the Cloud Services terminates when this Agreement is terminated or expires. Customer will be provided with an industry standard content archive medium of all Customer Content in the Cloud Service within a reasonable time after termination.
- 10.3 Termination does not relieve Customer of its obligation to pay all Fees attributable to the Term, or for any previously delivered Cloud Services. For purposes of clarity, even if Customer elects to terminate the Cloud Services or this Agreement, Customer understands and agrees that the Customer must pay all Fees through the completion of the Term.
- 10.4 Provisions of this Agreement which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

11. GENERAL

- 11.1 **Force Majeure.** Except for the obligation of payment, neither Party will be liable for non-performance caused by circumstances beyond their reasonable control, including without limitation work stoppages, delays in transportation, terrorist acts, delay in delivery by vendors, fire, civil disobedience, war, epidemics or acts of nature.
- 11.2 **Audit.** Landmark shall periodically run system reports which track Customer's use of the Cloud Services for the purposes of verifying Customer's performance under this Agreement. Should Landmark discover that Customer's usage of the Cloud Services is in excess of that contracted for under this Agreement, Landmark shall share the results of its report with Customer and Customer shall have thirty (30) days to respond to the results of any such report. In

the event that Customer has not responded to the results of the inspection within thirty (30) days of receipt of same, Customer will be deemed to have accepted Landmark's results. Any additional fee is immediately payable by Customer to Landmark calculated as retroactive to the date of such non-compliance.

- 11.3 **Entire Agreement.** This Agreement and the order screen referencing this Agreement constitute the entire agreement between the Parties with respect to this subject and supersede and cancel all prior agreements or understandings (whether oral, written or electronic), as well as any different, conflicting or additional terms which appear on any purchase order or form Customer submits (except that quantities, dates, installation location, Subscribed Named Users and means of transportation may be specified by Customer's purchase order and Landmark's acknowledgment).
- 11.4 **Amendment and Waiver.** This Agreement may only be amended by written agreement between the Parties. The Parties may waive provisions of this Agreement in writing only. Any waiver of any provision of this Agreement shall not be deemed a waiver of any subsequent rights in this Agreement.
- 11.5 **Notice.** All notices, authorizations and requests by both Landmark and Customer in connection with this Agreement will be deemed given on the day they are transmitted to the other party at the address stated on the order screen. Notice shall be sent via email to Landmark at LMKNAQTC@halliburton.com and if to Customer to the address on the order screen.
- 11.6 **Savings Clause.** If any section of this Agreement or the application thereof shall be invalid or unenforceable, in whole or in part, the remainder of this Agreement or the application thereof shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 11.7 **Governing Law.** The validity, interpretation and construction of the terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Texas, exclusive of conflict of laws principles. The Parties agree that the sole and exclusive venue for the resolution of any and all disputes arising from or relating to this Agreement is in the state or federal courts located in Harris County, Texas. The Parties expressly agree that the Uniform Computer Information Transactions Act and the United Nations Convention on Contracts for the International Sale of Goods do not apply to the Agreement or to transactions processed under the Agreement.
- 11.8 **Injunctive Relief.** The Parties acknowledge that breach of this Agreement may result in irreparable harm and loss, and upon a breach of this Agreement the non-breaching Party shall be entitled to immediate injunctive relief from a court of competent jurisdiction, which is in addition to, not in lieu of remedies at law.
- 11.9 **Assignment.** Customer shall not sell, sublicense, assign, mortgage, encumber or otherwise transfer, including by operation of law, this Agreement, in whole or in part, or any Cloud Services without the prior written consent of Landmark. Any attempt by Customer to sell, sublicense, assign or transfer the Cloud Services Access and any of its rights, duties or obligations under this Agreement shall be void and Customer's license to the Cloud Services shall automatically terminate. This Agreement shall inure to the benefit of the successors and assigns of Landmark.

EXHIBIT A: Service, Customer Support

Standard Support

Support is available on weekdays, including holidays, during local business hours. Customers can submit cases via our Customer Portal, and telephone. Upon case submission, customers may be asked to provide their company name, contact information and case details, and each case will be assigned a unique case number. A Landmark Support representative will use commercially reasonable efforts to call or email the customer within two (2) hours (time to contact will depend on case severity) and will use commercially reasonable efforts to resolve each case. Actual resolution time will depend on the nature of the case and the resolution. Resolution of the case may consist of a fix, workaround or other solution in Landmark's reasonable determination.

Support Hours

- | | | |
|------------|----------|--------------|
| • AMERICAS | 6am – 7p | Central Time |
| • EMEA | 7a - 6p | GMT |
| • APAC | 7a – 7p | Sydney Time |

Telephone support is available in English. Please inquire regarding support in other languages.

Reproducing Errors

Landmark must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Landmark to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Customers may be asked to provide remote access their Landmark account and/or desktop system for troubleshooting purposes.

Support Case(s)

A LANDMARK Support representative is assigned to your support request and owns your problem until it is mutually agreed that it is resolved. From time to time, it may be necessary to reassign a support request from one support representative to another to facilitate a timely resolution.

The assigned support representative will contact you via email and/or phone as appropriate during the resolution process. Your responsibility is to have the appropriate people and resources available to work with the LANDMARK support representative during the service hours defined in your support agreement. The LANDMARK support representative will work with you to resolve the issue, taking whatever steps are necessary to first fully diagnose the problem then to find a solution.

This may involve but is not limited to:

- Asking you for more information
- Asking you to install specific software and/or patches where applicable
- Asking for specific debug data from your system (and, if necessary, conducting tests to generate this data)
- Trying to reproduce the issue on test machines where applicable
- Asking for your code, data, or software to help reproduce the problem
- Verifying software bugs with our engineering staff
- Asking you to implement and test workaround suggestions that may avoid the issue
- Asking you to involve networking, database, or other technology-specific administrators to help troubleshoot the issue.

Viewing and Updating Open Support Requests

You can view the status of support requests you have filed with LANDMARK Customer Support by logging into the LANDMARK Customer Support Portal in iEnergy. Once there, you can add comments or resolve support requests.

Error (Bug) Report

If you feel you have found an error in a LANDMARK product, and you have an active support contract with us, you should report that to LANDMARK Customer support via the normal support request process

Support Escalation

Customers may request an escalation at any time for technical or customer service reasons by sending an email to CSEscalations@LANDMARK.com. Upon receipt of your request, the support engineer working the case, support team lead, and the support management staff will be notified. During normal business hours, you should receive a reply in (1) hour or less. You may also request an escalation from the support representative assigned to your case or by requesting to speak with a support manager.

Support Request Closure

A request is typically marked "resolved" when you confirm that a resolution has been reached or if LANDMARK Product Support does not hear back from you after three attempts to contact you over a 10-day period. Support requests may also be closed if they cannot be resolved, or if LANDMARK chooses not to resolve certain issues.

Customer Satisfaction Survey

Your feedback is the only way to measure how well LANDMARK Customer Support is meeting your expectations. Customer satisfaction surveys give you the opportunity to provide LANDMARK with valuable information to help improve our interactions with you and design support offerings to match your needs.

After a support request is resolved, you will be invited by email to complete a short survey about your experience.

Escalation / severity Levels

Reproducible errors that cannot be promptly resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be categorized and handled according to an assigned severity level, as follows:

Severity Level	Description & Examples
Level 1 - High	Software failure that is critical to current operations and business continuity
Level 2 - Medium	Software Issue that is involved in current operations, but is not critical to business continuity
Level 3 – Low	Technical assistance request that is not involved in current operations and is not critical to business continuity

Excluded Items

- Assistance in developing customer-specific customizations;
- Assistance with non-Landmark products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, networks, or communication systems;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or peripheral devices.

Changes to Standard Support Plan

Landmark may change its Standard Support plan from time to time in its sole discretion.

Telephone Support

Telephone Support is available twenty-four hours a day, seven days a week. Calls will be answered, triaged by a Support representative who may, in turn, route it to the appropriate support team for response to the customer.

Target Initial Response Time

Landmark will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set for the case.

Severity Level	Target Initial Response Time
1	1 hour
2	4 business hours
3	8 business hours

Escalation Matrix

The table below outlines the escalation contacts available to Customer, as necessary.

Level	Title
1 st Level	On-Duty Customer Service Desk Lead
2 nd Level	On Call Customer Success Manager
3 rd Level	Head of Global Customer Success

EXHIBIT B - Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Cloud Services offered by Landmark and its affiliates. The examples described in this Policy are not exhaustive. Subscribed Names Users ("You") agree to the following.

No Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Cloud Services for any illegal, harmful, fraudulent, infringing or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. Prohibited activities or content include:

- **Illegal, Harmful, or Fraudulent Activities.** Any activities that are illegal, that violate the rights of others, or that may be harmful to others, our operations or reputation, including disseminating, promoting or facilitating child pornography, offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

No Security Violations

You may not use the Cloud Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- **Interception.** Monitoring of data or traffic on a System without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. The legitimate use of aliases and anonymous remailers is not prohibited by this provision.

No Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- **Operation of Certain Network Services.** Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

No E-Mail or Other Message Abuse

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

Our Monitoring and Enforcement

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Cloud Services. We may:

- investigate violations of this Policy or misuse of the Cloud Services; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Cloud Services.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

Reporting of Violations of this Policy

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please follow our abuse reporting process by contacting the support desk.