

# Standard Maintenance Agreement 2014

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## Appendix D to DIR-TSO-3154

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### (Software and Hardware)

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This Standard Maintenance Agreement (this “Agreement”) is made by and between Ovation Data Services, Inc., a Texas corporation (“OVATIONDATA”), and the entity (“Customer”) identified on Exhibit A: *Service Support Plan* (“Service Support Plan” or “SSP”), attached hereto. OVATIONDATA and CUSTOMER are each individually a “Party” and collectively the “Parties.” This agreement in no way supersedes the existing DIR Contract, DIR-TSO-3154, and should be read in conjunction with it.

#### Recitals

A. OVATIONDATA performs frontline maintenance for certain third party hardware and software.

B. CUSTOMER and OVATIONDATA intend that OVATIONDATA perform such maintenance for certain hardware and software specified in Appendix C, Pricing Index used by CUSTOMER.

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OVATIONDATA and CUSTOMER, intending to be legally bound, agree as follows:

#### 1. Definitions.

“After Hours” means the periods of time not included in the Covered Hours.

“Agreed Response Time” means the period of time, during Covered Hours, and set forth in the SSP, within which OVATIONDATA shall commence providing Support Services in response to a Support Request.

“Commencement Date” means the date set forth in the SSP when OVATIONDATA is to begin providing the Support Services.

“Covered Hours,” means the days, and the hours during such days, as set forth in the SSP, during which each Support Service is available at no additional charge.

“Covered Hardware” means the hardware identified in Exhibit B: *Covered System*.

“Covered Software” means the software identified in Exhibit B: *Covered System*.

“Covered System” means the Covered Hardware and Covered Software collectively.

“Customer Liaison” means the person or persons so designated in the SSP who shall serve as the point of contact with OVATIONDATA and through whom CUSTOMER shall submit Support Requests. CUSTOMER may change CUSTOMER Liaison upon 5 (five) days notice to OVATIONDATA.

“Effective Date” is the date so specified on the SSP.

“Error Correction” means diagnosing and installing a correction, or implementing a workaround, for any way in which Covered Software fails to perform substantially in accordance with the applicable Third Party Licensor’s specifications.

“Maintenance Change Request” or “MCR” means a request in writing from the Customer to OVATIONDATA, requesting an alteration to the Support Services.

“Preventive Maintenance” means performance of the applicable manufacturer’s recommended cleaning, adjustments, and installation of engineering changes for Covered Hardware in accordance with the manufacturers recommended schedule.

“Problem” means a suspected malfunction of Covered Software or Covered Hardware.

“Remedial Maintenance” means diagnosing and repairing electrical, mechanical, and electronic malfunctions in Covered Hardware.

“Remote Access” means the minimum, electronic remote access to the Covered System that CUSTOMER agrees to provide to enable OVATIONDATA or the applicable Third Party Vendor’s remote access to the Covered System. Remote Access is specified in Exhibit B: *Covered System*.

“Service Location” means the street address or addresses set forth in the SSP where the Covered Hardware is located.

“Standard Rates” means OVATIONDATA’ then current (A) charges for materials and (B) rates for services as set forth in Appendix C, Pricing Index of DIR contract, DIR-TSO-3154 whether fixed fee or charged on an hourly basis.

“Support Request” means the description of a Problem or a question concerning the operation of the Covered Hardware or Covered Software in the form specified in writing by OVATIONDATA from time to time.

“Support Services” means the obligations of OVATIONDATA set forth in Section 2. Single Point of Contact.

“Third Party Licensor” means the third party owner or licensor of Covered Software from which CUSTOMER holds a license or sublicense for the Covered Software.

“Third Party Manufacturer” means a manufacturer of Covered Hardware.

“Third Party Vendor” means a Third Party Manufacturer or Third Party Licensor.

“Update Service” means installing any modifications, releases, or versions of Covered Software provided by the applicable Third Party Licensor as part of such Third Party Licensor’s standard software maintenance.

**2. Single Point of Contact.** CUSTOMER shall report all Problems in the Covered System to OVATIONDATA in the form of a Support Request. OVATIONDATA shall perform an initial analysis of the Problem, and shall assign Third Party Vendor personnel or OVATIONDATA personnel to address the Problem. OVATIONDATA shall track the Support Request until the Problem is resolved and provide coordination between Third Party Vendors and CUSTOMER.

A. During the Covered Hours, OVATIONDATA shall be available to receive Support Requests by telephone and e-mail and shall acknowledge, by email each Support Request.

B. OVATIONDATA shall make an initial determination of whether the Problem is in Covered Hardware or Covered Software.

C. If OVATIONDATA determines that Remedial Maintenance is required; it shall dispatch Third Party Manufacturer personnel or OVATIONDATA personnel to perform such Remedial Maintenance and coordinate the performance of the Remedial Maintenance with CUSTOMER. Where any service involves replacement of a part, upon removal, the

item replaced becomes OVATIONDATA or the Third Party Manufacturer's property and the replacement becomes the Customer's property

D. If OVATIONDATA determines that an Error Correction is required, it shall contact the applicable Third Party Licensor for such Error Correction and install or coordinate the installation of the Error Correction with CUSTOMER and any Third Party Licensor.

E. OVATIONDATA shall schedule Third Party Manufacturer personnel or OVATIONDATA personnel to perform Quarterly Preventive Maintenance for the Covered Hardware, and will inform the customer when such maintenance is due.

F. OVATIONDATA shall provide Update Services or coordinate Update Services from a Third Party Licensor for Covered Software.

**3. Customer Cooperation.** OVATIONDATA' obligation to perform Support Services are contingent upon CUSTOMER's cooperation in accordance with this Section 3. CUSTOMER shall:

A. Provide OVATIONDATA with such information in connection with a Problem as reasonably requested by OVATIONDATA, including system logs;

B. Permit physical and local electronic access to the Covered System and Covered Location as requested by OVATIONDATA or the applicable Third Party Vendor;

C. Ensure that only Anadarko's Seismic Data Librarian operates the Covered System;

D. Maintain a CUSTOMER Liaison through whom CUSTOMER will submit Support Requests;

E. Permit installation of all modifications to the Covered Software as recommended by OVATIONDATA or the Third Party Licensors;

F. Maintain the appropriate licenses for the Covered Software;

**4. Support Fees.** In accordance with DIR Contract, DIR-TSO-3154, Appendix C, Pricing Index, and as set forth in the SSP, CUSTOMER agrees to pay OVATIONDATA the fees in accordance with the payment terms. Disputes shall be in accordance with the DIR Contract, DIR-TSO-3154, Appendix A, Section 11.A. The initial period of Maintenance Service shall be for (1) year, and renewal periods shall be for an additional one (1) year period. At the expiration of the term for Maintenance Services for any Covered System defined in Exhibit B (but not more than once per year), OVATIONDATA may, on at least thirty (30) days prior written notice, propose a revision to its fees for maintenance and support in the form of a written quotation. Ovation Data proposed

fee revision shall be in accordance with the DIR Contract, DIR-TSO-3154, Appendix C, Pricing Index. Any proposed OVATIONDATA increased fees (OVATIONDATA can NOT control increased fees from it's vendors) may not exceed the fees paid by the CUSTOMER defined in Covered OVATIONDATA services in Exhibit B for the prior year and in accordance with the DIR Contract, DIR-TSO-3154, Appendix C, Pricing Index.

**5. Term and Commencement.** This Agreement is effective on the Effective Date. Agreement shall remain in effect for an initial term of one year commencing at 12:01 am on the Commencement Date and ending at 12:01 am on the anniversary of the Commencement Date (the "Initial Term") in accordance with the terms set forth in the DIR Contract, DIR-TSO-3154. This Agreement shall renew upon mutual agreement for additional terms of one year each commencing at 12:01 am on an anniversary of the Commencement Date and ending at 12:01 am on the subsequent anniversary of the Commencement Date (each a "Renewal Term") in accordance with the terms set forth in the DIR Contract, DIR-TSO-3154. Termination. "Term" means the Initial Term or a Renewal Term.

**6. After Hours Services.** If CUSTOMER requests that any Support Services be performed After Hours, OVATIONDATA shall charge and CUSTOMER agrees to pay OVATIONDATA at OVATIONDATA' Standard Rates, and OVATIONDATA agrees not to increase these STANDARD HOURLY RATES, (please see included rate schedule) during the term of the agreement. Rates shall be in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-TSO-3154.

**7. Excluded Services.** The Support Services do not include service for any Problem that is the result of: (A) CUSTOMER's improper use or neglect, including CUSTOMER's failure to perform recommended service or use recommended supplies; (B) failure by Customer to maintain a suitable, physical environment; (C) modifications or attachments to the Covered System that have not been expressly approved in writing by OVATIONDATA; (D) unusual physical or electrical stress, brownouts or power failures, fire, flood, lightning, earthquake and any other events over which OVATIONDATA has no reasonable control; (E) alteration, adjustment, or actual or attempted repairs of the Covered System by persons or means other than OVATIONDATA or a Third Party Vendor coordinated by OVATIONDATA; (F) abuse of, or accidental or intentional damage to the Covered System; (G) services required because of CUSTOMER's failure to cooperate in accordance with Section 3. Customer Cooperation, (H) removal or relocation of any part of the Covered System; (I) installation of new software or hardware except by OVATIONDATA or approved vendor; (J) repair or replacement of Covered Hardware beyond its useful life; (K) damage caused by a breach of CUSTOMER's security, including computer viruses and similar unauthorized software or system intrusions.

**8. Additions, Changes, and Deletions.** In accordance with products and services listed in Appendix C, Pricing Index, of the DIR contract, DIR-TSO-3154, Customer may request OVATIONDATA to add, change, or delete Covered Hardware or Covered Software by submitting

a completed Maintenance Change Request (MCR). If OVATIONDATA in its sole discretion agrees to such request in writing, OVATIONDATA shall specify any changes to the Support Fees or Response Time resulting from implementation of the MCR. If Customer agrees to such changes in the Support Fees and Response Time, CUSTOMER shall indicate its acceptance of the MCR in writing and such MCR shall be deemed to amend this Agreement as applicable.

**9. Changes to Support Services.** CUSTOMER may request changes to the Support Services, including changes in Covered Hours and Response Time, by submitting such in writing describing such requested change. If OVATIONDATA in its sole discretion agrees to such request in writing, OVATIONDATA shall specify any changes to the Support Fees in accordance with Appendix C, Pricing Index of the DIR Contract, DIR-TSO-3154 or other Support Services resulting from implementation of the MCR. If Customer agrees to such changes in the Support Fees and other Support Services, CUSTOMER shall indicate its acceptance of the MCR in writing and such MCR shall be deemed to amend this Agreement as applicable.

**10. Conduct of Personnel.** OVATIONDATA will comply, and instruct Third Party Vendors to comply, with all reasonable requests and instructions of the Customer's staff and comply with the Customer's health, (including drug-free workplace policies) safety, and security procedures at all times when on the Customer's premises. OVATIONDATA will investigate any credible complaint from CUSTOMER about the conduct or competence of any OVATIONDATA or Third Party Vendor personnel and make reasonable attempts to address the complaint.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, OVATIONDATA and CUSTOMER, each acting through its duly authorized representative, have caused this Agreement to be executed and made effective upon the Effective Date.

Agreed and accepted:

Ovation Data Services, Inc.  
(OVATIONDATA)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date signed: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
(CUSTOMER):

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date signed: \_\_\_\_\_



## Exhibit A: Service Support Plan (SSP)

Customer:

Name:

Address:

Addressee for notices:

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Customer Liaison(s):

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Commencement Date:

6/1/13 This agreement will renewed annually, unless changes have been submitted in writing, by either party, 30 (thirty) days prior to renewal.

Response Time:

To be determined

Covered Hours:

8:00 AM to 5:00PM – Monday through Friday

Payment Terms: (Response level to be billed additionally.)

## Exhibit B: Covered Systems

Ovation Data Services, Inc.  
14199 Westfair East Drive  
Houston, TX 77041-1105  
USA

T: +1 713-464-1300  
F: +1 713-464-1615  
E: [info@OvationData.com](mailto:info@OvationData.com)  
[www.OvationData.com](http://www.OvationData.com)

HOUSTON · LONDON



**I. Covered Hardware:**

System #1

**II. Covered Software:**

**III. Covered Services**

