

TICKET NUM	/IBER_	561	32	
LOCATION	Oa	Klan	Ks	
FOREMAN	Can	-	21118	

PO Box 884, Chanute, KS 66720

51337

FIELD TICKET & TREATMENT REPORT

DATE CUSTOMER WILLIAMS & NUMBER COUNTY CONTONER WILLIAMS & NUMBER SECTION TOWNSHIP RANGE COUNTY		0 or 800-467-867	6	CEMENT	•	INV	NW # 9	10095
CUSTOMER ATCH IN CAP DOCATION SCATCH TRUCK DRIVER TRUCK DRIVER DR	DATE	CUSTOMER#	WELL	NAME & NUMBER	SECTION	TOWNSHIP		COUNTY
SCANNED ACCOUNT QUANITY or UNITS ACCOUNT QUANITY or UNITS COSSOL SOLD SERVICES OF PRODUCT ACCOUNT QUANITY or UNITS COSSOL SOLD SERVICES OF PRODUCT COSSOL SOLD SOLD SOLD SOLD SERVICES OF PRODUCT COSSOL SOLD SOLD SOLD SOLD SOLD SERVICES OF PRODUCT COSSOL SOLD SOLD SOLD SOLD SOLD SOLD SOLD	6-13-19	7173	Ranson	Trust 15-B#1	15	193	310	Scott
Velusion 19 150 Calat Churchon 5 SMM 70 3 Cord Datis 1098 Light Some Natural State Acsing Depth 251 Drill Pipe Suurry Weight 1512 Slurry Vol. Suurry Weight 1512 Slurry Vol. WATER gallisk CEMENT LEFT in CASING 15 20' DISPLACEMENT [4] Y-4 Displacement PS My PS RATE 4 BPM REMARKS: Safety Meetings Right on 1 My P		2 4 1 :	.,	(Scatt City			7511614	
CTWORTS STATE PROCESSOR STATE PROCESSOR STATE PROCESSOR STATE PROCESSOR STATE PROCESSOR STATE PROCESSOR PROCESSOR STATE PROCESSOR PROCESSOR PROCESSOR PROCESSOR PROCESSOR STATE PROCESSOR P	MAHING ADDRE	1 Tchie	CXDIE	oraTion west to				DRIVER
JOB TYPE SUFFACE	POLY	782188						211
JOB TYPE SUFFACE HOLE SIZE 12/4" HOLE DEPTH 251 CASING SIZE & WEIGHT 35 24 24* CASING DEPTH 251 DRILL PIPE TUBING CASING DEPTH 15/12 SURRY VOL WATER GAILEK USENERY WEIGHT 15/12 SURRY VOL WATER GAILEK DISPLACEMENT 14/14 DISPLACEMENT PSI MX PSI RATE 4/BPM REMARKS: SAFETY MEET MAS RIQ UP CA LIW #12, CWC CASING ON DATE OF MAY 180 SVS COM. 346CC-266 Co. 1, DIS DIACE 144/BBC H20. Shet Let. ACCOUNT OUR OUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL CODE CODE OF MILEAGE 11/5 32/3/ CCO110 8.46 Ton Mileage Datuscy 1/5 666 CCS871 180 SIK SUFFACE DLEVAL II 2400 4/32000 SCANNED 185 SALES TAX 278400 SAL	CITY	705100	CTATE	JUD CODE 5- South				Have Colly
JOB TYPE SUFFACE JOB TYPE SUFFACE ASING DEPTH 251 CASING DEPTH 251 CASING SIZE A WEIGHT 8 4 24* CASING DEPTH 251 DIRLLE PIPE TURING TURING OTHER SURRY WEIGHT 15.2 SURRY VOID DISPLACEMENT 14 14 14 DISPLACEMENT PSI MIX PSI REMARKS: SAFCH, Mock has Right and A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Wilhitz	R/	K	1727X-210/85+		Cory Day	i s ,	
CASING DEPTH 25T DRILL PIPE TUBING OTHER SLURRY WEIGHT 1.5.2 SLURRY VOL WATER GAINS CEMENT LEFT IN CASING 15-20' DISPLACEMENT 14 144 DISPLACEMENT PSI MIX PSI RATE 4 BPM REMARKS: Safaty Meathway Ria up on 1241 142, Civic Casing on battary MIX 180 SVS COM, 3%CC 2% (60), Dis place 1441 BBC 1400. Shates ACCOUNT CODE ACCOUNT QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL COOPILO 8.46 Ton Wileage Delivery 175 666 45 CCO 110 8.46 Ton Wileage Delivery 175 666 45 CCS 321 180 SIC Surface Blend II 2400 4,320 00 SCANNED SCANNED SCANNED SALES TAX 278.40 SALES TAX 278.40 SALES TAX 278.40	Alionina			401111		Walt Dis	kal	SI OUT
SLURRY WEIGHT 15.2 SLURRY VOL DISPLACEMENT 14 74 DISPLACEMENT PSI MIX PSI RATE 4 BPM REMARKS: SAFETY MEETINGS, RIGHD ON 124 H2 CVC CASING AN DATTON MIX 180 SVS COM. 34644.266 (2011). DIS PLACE 144 DBL H20. Shutten Lalt + Cvc. Shutten ACCOUNT QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT CODE 1150 Shutten MILEAGE 715 321 25 CCC 710 8146 Ton Wileago Delivery 173 666 45 CCS871 180 SKC SurFace Blevial II 24 00 4,320 00 SCANNED SCANNED SCANNED SCANNED SALES TAX 27540 SALES TAX 27540 SALES TAX 27540				-	251	CASING SIZE & W		1/2 24"
DISPLACEMENT 14 14 DISPLACEMENT PSI MIX PSI RATE 4 BPM REMARKS: Safety Meeting, Rigup an I wil \$12, Cure Cosing an battom. MIX 180 Sts Com, 3% (CC-2% (e2), Displace 144 ABBC H20. Sheten Lia H + Cre_1							Color Strategic Street	= 0.01
REMARKS: Safety Meetings, Rigup on Wul #12, Cure Cosing on bottom. May 180 SVS Com, 3% Cu. 2% (so), Displace 144 BBC H20. Shetin. Light + Cred.		111 91						1-20
New 80 SVS COM, 39644-26 (20), DIS PLACE 14741584 450. Shetter New 12								
New 80 SVS COM, 39644-26 (20), DIS PLACE 14741584 450. Shetter New 12	REMARKS: 5	SaFoty Ma	etuse, F	Rigup on WW#	12 , CW	E Casing.	on botto	m.
ACCOUNT Light + Crest Code QUANITY of UNITS DESCRIPTION of SERVICES of PRODUCT UNIT PRICE TOTAL Code 1		30 SKS CI	m, 3% CC	-2% 60 1, DISD	10 co 14.	MBBL Hol	2. Shute	4
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE								
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE						-		
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE								
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE								
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE								
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE	-							
ACCOUNT CODE QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL Con 471 PUMP CHARGE				T)a a	To Your	-		
ACCOUNT QUANITY OF UNITS DESCRIPTION OF SERVICES OF PRODUCT UNIT PRICE TOTAL				1.1.)	***************************************	
CODE Ceo 471 PUMP CHARGE 150 00 150 00 Ceo 471 Coop 2 45 MILEAGE 715 321 75 Ceo 710 8.46 Ton Mileage Delivery 175 666 45 CC5871 180 514 Surface Blevel II 2400 4,32000 SCANNED Less 25 % - 1,614 55 4,843 55 Rain 3737 SALES TAX 778.40	ACCOUNT	OHANITY	UNITO	DESCRIPTION of S		ODUCT	HAUT DRICE	TOTAL
Canon 2 45 MILEAGE 175 32125 COO 710 8.46 Tan Mileago Delivery 175 666 45 CC 5871 180 SIK Surface Bland II 24.00 4,32000 SCANNED 6,45820 4,84350 RAWI 3737 SALES TAX 775.40 ESTIMATED CLOSE STAN TO SURFACE STIMATED		QUANTIY	or UNITS	DESCRIPTION OF S	ERVICES OF PR	ODUCT	S00000 0 00 0 00 0	
COOD 8.46 Ton Milesso Delivery 175 66645 CC5871 180 SIK SurFace Bleval II 2400 4,3200 SCANNED 1ess 25% - 1,61455 4,84355 RAW 3737 SALES TAX 275.40 ESTIMATED SIGNATED	Ceo 471			PUMP CHARGE			1,150.00	1,150
CC5871 180 SIK SURFACE BLENCL TI 2400 4,32000 SCANNED Less 25% - 1,614 55 4,843 55 RRIVER 3737 RAINED SALES TAX 778.40 ESTIMATED ESTIMATED		45	-	MILEAGE			/	321 13
SCANNED SCANNED SCANNED Less 25 % - 1,614 33 43 43 43 43 43 43 43 43 43 43 43 43				Ton Milegio I	Delwer		173	666 43
SCANNED 1 25 25 6 - 1,614 35 4,843 55 4,843 55 4,843 55 4,843 55 55 55 55 55 55 55 55 55 55 55 55 55					/			
SCANNED 1 25 25 6 - 1,614 35 4,843 55 4,843 55 4,843 55 4,843 55 55 55 55 55 55 55 55 55 55 55 55 55	00:3271	18	O elle	SUNFACO Blaus	Q TT		24-00	432000
SALES TAX 7.75.40 ESTIMATED CASE	30/1		5/4	Jorrace Diovice				7,50
SALES TAX 7.75.40 ESTIMATED CASE								
SALES TAX 7.75.40 ESTIMATED CASE								
SALES TAX 7.75.40 ESTIMATED CLOS		-						
SALES TAX 7.75.40 ESTIMATED CLOS								
SALES TAX 7.75.40 ESTIMATED CLOS								
SALES TAX 7.75.40 ESTIMATED CLOS								
SALES TAX 7.75.40 ESTIMATED CLOS								
SALES TAX 7.75.40 ESTIMATED CLOS								
SALES TAX 7.75.40 ESTIMATED CLOS				COANI	AIET			6.45820
SALES TAX 7.75.40 ESTIMATED CLOS				SCAN		1.00	15% -	1 614 55
Ravin 3737 ESTIMATED CLUB COS						1855	- N. 10	4 84365
Ravin 3737 ESTIMATED CLUB COS				Carried Manager Control				40.
Ravin 3737 ESTIMATED CLUB COS	 			1 111	0	177		
Ravin 3737 ESTIMATED CLUB COS				1 Jall	(2)	4	CALECTAV	17800
	Bavin 3737	7/	7	0 000	gen			LD.40
		1/611	1	1	1	0		5119.05

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Preducts provided by QES Pressure Pumping LLC (th/a Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties in the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES. Contracts Administration Department

- The operations, services supplies materials, personnel or goods to be provided it "Services" or "Froducts" as applicable) by OES Pressure Pumping LLC ("QES") will be provided to you as container ("Corplamer") in accordance with the following terms and conditions ("Agreement"). QES and Costomer may be refurred to as "Party" or "Fanies".
- 1 Price and Taxes: Customer will pay QES for the Services or Products in accompanie with QES quoted price which exclude applicable taxes or process idense fees. Customer shall play all applicable taxes and process feense fees related to the Services and process feense fees related to the Services and/or Products. QES' prices are subject to change.
- Titums of Payment, Customer will pay CES cash in advance for Services and Products inflets QES has approved credit prior to the performance of the Services and/or delivery of the Products. Chedit terms for approved accounts require full payment of the involved amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 15% bet months or the invariant later allowed under applicable state two whichever is higher. Customer will be responsible for any free incurred by QES in the tofection of any innovation over the CES including but not finished to afterhey's fees industriated the force.
- 3. Proof of Senious of Delivery of Products. QES will famile inventication of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services of Product delivery. Customer agrees to sign and return such verification indicating Customer's exceptance of the Services of Products.
- 4. <u>Delivory or Completion</u>. All intofiny and responsibility of OES assuss when (1) Products and delivered to this Customer by QES and no longer in the care, custody and central of OES to (2) when the cares inscribes the Products and the session of the control of OES to (2) when the cares inscribes the base or damage to Products in transit or the delays of careful in delays of careful goods in case of shortage, non-continuous apparent damage, it is the Customer as responsibility to secure written acknowledge/unit from the carties before Customer accepts delivery. Additionally, OES will not be liable for any damage for delays to delivery or completion due to a Force Majorina (as defined below), adds or creasasis of the Customer, that party material or manufacturing delays, impossibility or impracticability of performance or any other cause or cases beyond the control of OES. In the avent of a delay caused by the directand the delivery or completion date will be extended for a penind equal to any such delay, and the perchanic or service will not be vised or variable as a result before. or be void or voidable as a result thereof
- 5. Well or Service Sta Conditions, Customer, having custody and control of the well and/or sorvice side and having suprimar leastwenge of the name and the conditions suproporting them, learned that the well and/or service side will be in proper condition to needly and accommission Services and Products. Upon OES request Customer will provide documentation to verify that the well or service side is adequate to support the Services and the delivery of Products Customer also warrants that OES personnel and expension at least the action of the service side of the service and the delivery of Products Customer also warrants that OES personnel and expension at least the service side and that any service expension of or nad emprovements required for such access will be the responsibility of Customer, unless otherwise agrand the late of the time care.
- 6 Chamical Handling and Hazardous Materials. Customer agrees that for any wester created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws o regulations portaining to the transportation, storage and transfing of chemicals and hazardous materials
- 7. Outa, Data Traismassin, and Storage, QES does not warrant or guidelines the occurrecy of a research analysis, survey, or other data generated for the Services. QES is not responsible for a scridental or intentional witerosption of such data by third patters and it is the responsibility of its Customay to safeguard such data against loss including any need to secure digital or paper copies.
- If WARASTIES LIMITATION OF LIABILITY

 (i) GES warrants that the Services and Products will (i) be free from defects in materials and warkmanution, (ii) be performed in a good and workmanution in accordance with good cell-eid surviving practices, and (iii) conform to the plants' specifications and tochoical information provided in writing by Customer until the Services of Products are accepted by Customer or GES continued obligations are met in the event titig! Customer descovers a defect in the services or Products within the warranty period specified above. Customer with notify QES of such defect in the services or Products within the strainty period specified above. Customer with notify QES at abbility and Customer's sexultative restrictly in any cause of action (whether in text contract, breach of warranty or otherwise) already out of the sale or use of any Services of Products are expressely limited to, at QES's lightin, the (ii) inclinates that the sale or use of any Services or Products upon those return to QES or (ii) a credit to Customer for the full price paid by Customer for defective segringful of the Services or Products upon those return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segringful of the Services or Products upon those products or parts under its hability to QES. In the case of products segringful of the Services or expenses of Customer resulting from such defects or for damages ansuffing from delays less of use, or other direct indirect, kinductural, puritive or consequential damages of any kind. QES will not be responsible for (ii) failures of Services that have been in any way tarpreprior with or affected by anyone other than an extreorand representative of QES. (ii) failures device to compliance with recommended maintenance procedures, and (ii) products requiling replacement due to normal wear and lear.
- EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c) IN NO EVENT WILL QES ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT
- 9 INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.
- 9 If for purpose of this Section 0, the following definitions will apply "QES (ergage" means QES Pressure Furning U.C. its parient company, and affidiated companies and its and their afficers, directors, employees contractors subcontractors and invities. "Costoner Groups" means Conscience, she contractors subcontractors and invities. "Costoner Groups" means Conscience, she aren't of any subsidiary and affidiated companies, co-owners, co-owners, co-owners and any entity with whom costoner has an economic interest with respect to the Sorvices including Customer span intermet and intermet owners, and partners and its and their officers, directors, employees, contractors (not landuding QES).
- 9.2 QES INDEMNITY. QES AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BÖDLIY INJURY, ILLINESS. OR DEATH OF ANY MEMBER OF QES GROUP OR, DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.
- 9.3 CUSTOMER INDEMNITY. CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BOOLLY INJURY ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.
- 9.4 WELL, CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY DES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (I) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION. STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (II) LOSS OR DAMAGE TO THE HOLE OR WELL, (III)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (IV) REGAINING CONTROL OF ANY WILD WELL GROUT OF COMTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, OEBRIS. EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE

- 9.5 POLLUTION RESPONSIBILITY. Subject to paragraphs 9.2 and 9.3, it is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

 (a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL. AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARÁCTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF CES GROUP MAINTAINED IN QES GROUPS: CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.
 - GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

 (b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY GES GROUP FROM AND AGAINST ALL CLIMIS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9-5(A) ABOVE WHICH MAY OCCUR DURING THE CONDUCT OF DEPRATIONS HEREUNDER. INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF DIL, GAS OR OTHER SUBSTANCE.
- 9.6 WAIVER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND DES FURTHER AGREE THAT NETHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS (*LOSSES*) CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP, CES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP.
- 9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLPUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.
- 9.8. Each Party hersunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained beein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT

- In Justance: All neutrance policies of either Party, is any way related to the Services, whether or not required by this Agreement, shall to the extent of the noise and latitudes assumed by such party. As name the other party group as additional insured (except for worker's compensation, OEE COW, is undessense librability policions), (ii) waves subrogation as further party group, and (a) be armore and non-contrasting to any injurance of the other party group.
- 11. Force Majeurs. Except the obligation to make payments when due instruct OES nor Customer will be listed nor deemed to be in breach of this Agreement for any deary or failure in performance insoling from the acts of Ged, cave or minary authority material change of tax, any governmental action, acts of public enemy, we accolored lines explained, earthquakes, Rody, Indus of transportation instituted surfaces or transportation material or equipment strantages or any sends to disterniar cause beyond the massimable country of either Party. The Party or effected will as stora as turb is cause or event occurs promptly notify the other Party or writing concerning the cause and the estimated effect and but a reasonable massimal with proper deplatch to remark the condition in the event Customer declares a force impose occurrence OES will be compensated at the standard day into for the materials and personated that are standard grid or as a consequence of the figure massimo occurrence until Customer terminates the work order was reasonable.
- 12. Spanning Law, This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of the provisions. The Parties agree to submit to the exchance jurisdiction of the federal or stalk courts located in Houston. Harms County, Texas with respect to any and at disjustes that arise out of or an egisted in any way to the subject matter of this Agreement. This Section 12 will survive the termination of explication of this Agreement.
- 4. Severability, In the exist any provision of this Agreement is accurations with or contrary to any opposite law, rule or regulation the provision will be degreed modified to the extent required to comply of the remaining terms, as modified, will remain in full force and effect.
- 15 Warver, A worver on the part of either Party of any breach of any term provision or complice of this Agreement will not constitute a pracedent and not bind either Party harms to a warver of any succeeding or other breach of the same or any other term provision or condition of this Agreement.
- 16 Entire Agreement. The Agreement contains the entire agreement of the Parkee with regard to the subject matter hereof, and supersedes any prior not and written agreements, contracts, representations of warranty between the Parker relating to the object matter terred. The amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party if the Parties what into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement, will be deemed invalid.