API NO. 15- 189-21785-0000

STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION WELL COMPLETION FORM ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE

WELL COMPLETION FORM	countystevens
ACO-1 WELL HISTORY DESCRIPTION OF WELL AND LEASE	E
Operator: License #5208	1500 Feet from SIN (circle one) Line of Section
Name:Mobil Oil Corporation	1250 Feet from E@O(circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or (T)(circle one)
2319 North Kansas Avenue	Lease NameSiegmund #1 Unit Well #3
City/State/ZipLiberal, KS 67905-2173	Field Name Hugoton
Purchaser:Spot Market	Producing Formation Chase
Operator Contact Person:Sharon Cook	
Phone (316)_626-1142	Elevation: Ground3026 KB3037
Contractor: Name:Cheyenne Drilling	Total Depth2942 PBTD2890
License:5382	Amount of Surface Pipe Set and Cemented at634 Feet
Wellsite Geologist:L. J. Reimer	Multiple Stage Cementing Collar Used? YesX No
	If yes, show depth setNAFeet
Designate Type of CompletionX New Well Re-Entry Workover	If Alternate II completion, cement circulated fromNA
OilSWDSIOWTemp. Abd.	feet depth toNA w/NA sx cmt.
X Gas ENHR SIGW SIGW Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 99 10-26-95
If Workover:	(Data must be collected from the Reserve Fit)
Operator:	Chloride content17,200ppm Fluid volume190bbls
Well Name:	Dewatering method usedWaste Minimization Mud System
Comp. DateOld Total Depth	Location of fluid disposal if hauled offsite:
Deepening Re-perf Conv. to Inj/SWD	
Plug Back Perket No.	Operator NameMobil Oil Corporation
Plug Back PBTD	Lease NameHill #3 SWDWLicense No5208
Other (SWD or Inj?) Docket No.	SW Quarter Sec3 Twp33S Rng37E/W
	CountyStevens Docket NoCD-117710
Derby Building, Wichita, Kansas 67202, within 120 days of Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	be filed with the Kansas Corporation Commission, 200 Colorado f the spud date, recompletion, workover or conversion of a well side two of this form will be held confidential for a period of e form (see rule 82-3-107 for confidentiality in excess of 12 report shall be attached with this form. ALL CEMENTING TICKETS (Is. Submit CP-111 form with all temporarily abandoned wells.
with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied ne best of my knowledge.
Signature Marox a. Cook Shar	ron A. Cook_ Tr
Title _Regulatory Assistant Date _/-	STATE OF F Whettennof Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 16th day of Ganu	C Wireline Log Received C Geologist Report Received
19_95	KCC SWD/Rep NGPA
Notary Public	CANSERVATION Plug Other (Specify)
Date Commission ExpiresAugust 18, 1998	
5-17.kcc NOTARY PUBLIC - State of A S KATHLEEN R. POULT AND My Appt. Exp. 08-18-12	1-18-95 Form ACC-1 (7-91)

Operator Name Mobi	alan .		SIDE THO				_		
				_	Unit		-		
Sec34 Twp328	6_ Rge36_	East X West	County	Stevens			 _		
INSTRUCTIONS: Show interval tested, ti hydrostatic pressure if more space is nee	me tool open a s, bottom hole	nd closed, flowing temperature, fluid m	and shut-in pres	ssures, wheth	er shut-in pre	ssure reac	hed static level,		
Drill Stem Tests Tak (Attach Additiona		Yes No	Log	Formation	n (Top), Depth	and Datums	☐ Sample		
Samples Sent to Geol		☐ Yes ☐ No	Name		Top 1204		Datum		
Cores Taken		☐ Yes ☐ No	Glorietta	Glorietta			376		
Electric Log Run		□ Yes □ No	Stone Corr	al	1676	-	1737		
(Submit Copy.)			Chase		2573	_	891		
List All E.Logs Run:			Council Gr	ove	2891	•			
Dual Induction Focus Z-Densilog Compensat Caliper Log - Gamma	ed Neutron Spec								
		CASING RECORD)						
	Report al	ll strings set-cond	New Use uctor, surface, in	sed ntermediate,	production, et	c-			
Purpose of String	Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives		
Surface Casing	12.250	8.625	24#	634	Class C	150 sx 175 sx-	50:50 C/poz -50:50 C/poz		
Production Casing	7.875	5.500	14#	2932	Class C —Class C—	220 sx 200 sx-	3% D79 -2% B28		
	ADDITIONAL C	EMENTING/SQUEEZE RE	CORD						
Purpose:	Depth Top Bottom	Type of Cement	#Sacks Used	Sacks Used Type and Percent Additives					
Protect Casing Plug Back TD									
Plug Off Zone									
Shots Per Foot		I RECORD - Bridge Pl ge of Each Interval			racture, Shot, Kind of Mater		ueeze Record Depth		
1 SPF	2620-46			Acid: 1,000 gals 7.5% HCL					
	2665-96			Frac'd: 66,500 lbs 12/20 Brady Sand 					
	2706-16								
	2724-50								
TUBING RECORD	Size None	Set At	Packer At	Liner Run	☐ Yes ☐	No			
Date of First, Resu	med Production,	SWD or Inj. Prod	ducing Method X	lowing Deum	nping Gas L	ift Oth	ner (Explain)		
Estimated Production	on Oil	Bbls. Gas	Mcf Water		Gas-Oil		Gravity		

Disposition of Gas: METHOD OF COMPLETION Production Interval

Vented Sold Used on Lease Open Hole Perf. Dually Comp. Commingled 2620

(If vented, submit ACO-18.) Other (Specify) 2750

DOWELL SCHLUMBERGER INCORPORATED

DS 6510 (2)

P.O. BOX 4378 JSTON, TEXAS 77210 OILFIELD SERVICES DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER 7 KAUSKS TYPE SERVICE CODE 285 03 12 NCHIS RECEIPT AND INVOICE NO. CUSTOMER NUMBER CUSTOMER P.O. NUMBER BUSINESS CODES API OR IC NUMBER WORKOVER **NEW WELL** CUSTOMER'S NAME OTHER MPORTANT SEE OTHER SIDE FOR TERMS & CONDITIONS **ADDRESS** MO. DAY YR. ARRIVE LOCATION 100 Ю CITY, STATE AND ZIP CODE SERVICE ORDER I authorize work to begin per service instructions in accordance with terms and conditions printed on the reverse side of this form DSI will furnish and Customer shall purchase materials and services required in the performance of the and/or attached to this form and represent that I have following SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the reverse side of this service order and/or attached to this service order. This service order is subject to authority to accept and sign this order. alternative dispute resolution. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE / JEMEN DAY 94 01:05 07 COMPLETION CEMENT Somen SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmaplike manner. STATE CODE COUNTY / PARISH CODE CITY SIGNATURE OF CUSTOMER OF AUTHORIZED REPRESENTATIVE 121005 KANSAS WELL NAME AND NUMBER / JOB SITE LOCATION AND POOL / PLANT ADDRESS SHIPPED VIA Sec. 34 - 325 - 36W SIEGMUND ITEMPRICE REF. NO. se l MATERIAL, EQUIPMENT AND SERVICES USED UNIT PRICE UNIT QUANTITY \$ AMOUNT MATORIALS 420 3805.20 040003 000 CLASS CEMENT 9.00 D903 892.80 269.39 620 04504 100 44 79 3.41 060 16 047002 97.35 025 1229 1.77 044 003 Lb 1255.84 103368 050 EXPANDING 16 234 376 0.40 150.40 00 167,005 CUUM 044-000 050 SERVICES 390.00 390.00 10287 1130 7.35 33 95 059200 002 678.00 00 049 102 מטמ 36 049 100 HUGGE 000 159.00 059697 159.00 000 70.00 12/8/10 000 120.00 056704 DISCOUNT SUB TOTAL ESTIMATE DISLOUN LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS STATE % TAX ON \$ COUNTY % TAX ON \$ CITY %/TAX ON \$ JUANK SIGNATURE OF OSI REPRESENTATIVE TOTAL \$

- DSI. The Term "DSI" as used herein is an abbreviation of Dowell Schlumberger Incorporated and where used throughout these Terms and Conditions, shall be construed to mean Dowell Schlumberger Incorporated, a Delaware corporation.
- 2. Terms: Cash in advance unless DSI has approved credit prior to the sale. Credit Terms of Sale for approved accounts are total invoice amount due at DSI's office. Houston, Texas on or before ther 30th day from the date of invoice. Past due accounts are to pay interest on the balance past due at the rate of 1.5% per month or the maximum allowable by applicable state or federal laws if such laws limit interest to a lesser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of said account, Customer heroby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with DSI becomes delinquent, DSI has the right to revoke any and all discounts previously applied in arriving at not invoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.
- 3. <u>Prices.</u> The products and services to be supplied hereunder shall be priced; as quoted. Products and services supplied on a price estimate basis shall be priced in accordance with DSI's current price schedule; special jobs, under unusual conditions, will be subject to special price quotations to reflect increased or reduced costs and risk.
- Taxes. Any tax based on or measured by the change for the sale or rental of products or rendering of service shall be added to the price stated in DSI's price schedule.
- 5. Independent Contractor, DSI is and shall be an Independent contractor with respect to the performance of the services set forth on the service order, and neither DSI nor anyone employed by DSI shall be the agent, representative, employee or servant of Customer in the performance of such services or any part hereof.
 - Obligations of Customer.
 - A. <u>Notification of Hazardous Conditions</u> DSI's equipment is designed to operate-under conditions normally encountered in the well bore. Customer shall notify DSI in advance and make special arrangements for servicing wells in which hazardous or unusual conditions exist.
 - B. <u>Chemicals.</u> The handling and disposal of any chemical, waste or by-product used or generated in the performance of these Terms and Conditions ("Chemicals") is the sole responsibility of Customer who shall, under all circumstandes, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable foderal, state and local laws and regulations. Customer hereby walves, releases and agrees not to assert any claim or bring any cost recovery action against DSI in connection with the use, generation, storage, transportation or disposal of Chemicals arising out of these Terms and Conditions, under any common law theories or federal, state or local environmental laws or regulations, now existing or hereinafter enacted, without regard to the cause or causes thereof or the negligence of any party
- 7. <u>Limited Warranty-Oilfiold Products.</u> DSI expressly warrants that it shall convey good title to the cilifeld products furnished to Customer as part of the services and that such cilifeld products shall conform to the specifications represented in the service order. DSI does not warrant in any way cilifield products not manufactured by DSI, and such wilk be sold or provided herounder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. DSI's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an cilified product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacement of such cilified product upon its return to OSI or, at DSI's option, (b) the allowance to Customer, of credit for cost of such oilfield product.
- B. Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom. DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only, and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- 9. <u>Data Interpretation and Transmission.</u> Any interpretation of test or other data, and any recommendation or reservoir description based upon such inferences from measurements and empirical relationships and assumptions, which inferences and assumptions are not infallible, and with respect to which professional engineers and analysis may differ ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTIVESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for abcidential or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitees
 - A. <u>DSI Indemnity.</u> OSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage less, liability, claims demands and causes of action of every kind and character (including all costs and expenses thereof and reasonable attorney's focs) without regard to the cause or causes thereof the unseaworthness of any vessel strict liability or the negligence of any party, whether such negligence be the sole concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph, B2 of this paragraph 10).
 - B. <u>Customer Indemnity.</u> Customer assumes all liability for, and hereby agrees to protect, detend indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, highlifty, claims, demands and causes of action of every kind and character, (including all costs and exponses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith.
 - to a account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group signoperty.

2. in favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs. (a) in the hole, (b) as a result of uncontrolled well conditions. (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employee, whether in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.

C. Special Indemnity. Customer further agrees to protect, defend, Indemnity, and hold DSI Group and liner insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such 'negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for. (1) property damage or loss that results from blow-out or cratering; (2) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to properly handle, transport or dispose of any Chemicals as required by paragraph 68 hereof-or otherwise, including containment, clean-pand remediation of the pollutant and contamination, whether or not required by any applicable federal, slate or local law or regulation, (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage or loss that results from work performed to control a wild well; (5) cost of control of a wild well, underground or above the surface, including any redrilling or reworking costs, (6) damage to property worked by, in the possession of, or leased by Customer, and/or well owner, if different from Customer. (the term "well owner" shall include working and reyalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); or (7) subsurface trespass or any action in the nature

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of presponsibility limited by other provisions of these General Terms and Conditions.

D. <u>Notices.</u> Each party agrees to immediately notify the other party of any claim, damand, or suit presented to or served upon it by any person or entity in connection with the performance of this Agreement. The party seeking indemnification shall afford the other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.

E. Incidental or Consequential Damages, it is expressly agreed that neither party shall be liable to the other for any punitive, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of use.

11 <u>Insurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 hereot shall be supported by adequate liability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hereunder shall be equal; each party's Lindemnity, obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hereunder.

In the event either party maintains a plan(s) of self-insurance to insure any part of the risks othorwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unless an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarily self-insured. In part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agreed that said insurance requirements of indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.

- 12. Force Majoure DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- 13 <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Diffield Sorvices then all controversios shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall sottle all disputes and claims arising out of these General Torms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with seid rules. The place of arbitration shall be houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon, may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14 Governing Law. These General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment furnished however, where services are performed or equipment furnished offshore or on navigable waters, the Federal Maritime Laws will covern.

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DOWELL SCHLUMBE GER INCORPORATED P.O. BOX 4378 HOUSTON, TEXAS 77210

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DSI SERVICE ORDER RECEIPT AND INVOICE NO.	7		DSI SERVICE LOCAT	ION NAME AND NUME	SAS 03 12
	CÜSTOMER NUMBER	CUSTOMER P.O. NUM		- TYPE SERVICE C	7N3 V - 1
03 12 651	2 4 4 4 4		<u> </u>	271	
CUSTOMER'S	111 01			WORKOVER NEW WELL OTHER	API OR IC NUMBER 4
NAME ADDRESS	MOS, I CI	DRIGIN	Δ	SEE OTHER S	IMPORTANT DE FOR TERMS & CONDITIONS
ADDRESS		J-1-V-1-W-1-1-W		ARRIVE MC	D DAY YR. TIME
CITY, STATE AND			had the latest the state of the	SERVICE ORDER I	authorize work to begin per
DSI will furnish following SERVI	and Customer shall purchase materials and service INSTRUCTIONS in accordance with the generatistis service order and/or attached to this service to proceed the condition.	al terms and condition	s as printed on the	conditions printed of and/or attached to the authority to accept a	/)
5 <u>Mill</u>	CLMLAST 654 11 0	C 63/6	(KSING	SIGNATURE OF CUSTOM	ER OR AUTHORIZED REPRESENTATIVE
WITH	150 SXS 01 LVAD	AND 175		JOB	DAY YR. TIME
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				performed in a works	l certify that the materials and ere received and all services nanlike manner.
STATE	CODE COUNTY / PARISH CODE	CITY		SIGNATURE OF CUSTOM	ER OR AUTHORIZED REPRESENTATIVE
WELL NAME AND NUMBER	JOB SITE: A PACKET SUITE	LOCATION AND POOL	PLANT ADDRESS		PPED VIA
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- 7. <u>Limited Warranty-Oilfield Products.</u> DSI expressly warrants that it shall convey good title to the oilfield products furnished to Customer as part of the services and that such oilfield products shall conform to the specifications represented in the service ordor. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided horounder only with the warranties that are given by the manufacturer thereof. DSI MAKES NO OTHER WARRANTIES. EXPRESS OR IMPLIED, WITH RESPECT TO THE OILFIELD PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT SAID OILFIELD PRODUCTS SHALL BE FIT FOR ANY PARTICULAR PURPOSE DSI's sole liability and Customer's exclusive remedy in any cause of action (whother in contract, tort, or breach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for use in connection with its services, is expressly limited to (a) the replacoment of such oilfield product upon its return to DSI or, at DSI's option, (b) the allowance to Customer of credit for cost of such oilfield product
- 8. Exclusion of Warranty Services. In interpreting information and making recommendations, either written or oral, as to types or amounts of materials or services to be furnished, or manner of performance, or in predicting results to be obtained therefrom. DSI will give Customer the benefit of its best judgment based on its experience. Nevertheless, all such recommendations or predictions are opinions only; and, in view of the impractibility of obtaining first-hand knowledge of the many variable conditions and/or the necessity of relying on facts and supporting services furnished by others. NO WARRANTY IS GIVEN CONCERNING THE EFFECTIVENESS OF THE MATERIALS USED, RECOMMENDATIONS GIVEN, OR THE RESULTS OF THE SERVICES RENDERED.
- 9. <u>Data Interpretation and Transmission.</u> Any interpretation of test or other data, and any recommendation or reservoir description based upon such interpretations, are opinions based upon interences from measurements and empirical relationships and assumptions, which interences and assumptions are not infallible, and with respect to which professional engineers and analysts may differ ACCORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR COMPLETENESS OF ANY SUCH INTERPRETATION OR RECOMMENDATION. DSI does not warrant the accuracy of data transmitted by electronic processes and will not be responsible for accidental or intentional interception of such data by others. DSI does not guarantee the safe storage or the length of time of storage of any digital tapes, optical logs or prints, transparencies, or other similar products or material.
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DSI Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and subcontractors and all such entities' officers, directors, employees and invitees, and "Customer Group" shall mean Customer, its parent, subsidiary and affiliated companies, its contractors and subcontractors (other than the DSI Group) and all such entities' officers, directors, employees and invitoes.
 - A. <u>DSI Indemnity.</u> DSI assumes all liability for, and hereby agrees to protect, defend, indemnify and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of Customer Group, arising in connection herewith, on account of bodily injury and/or death to a member of the DSI Group and/or damage to the DSI Group's property (except with respect to DSI property as otherwise provided in subparagraph B2 of this paragraph 10).
 - B. <u>Customer Indemnity.</u> Customer assumes all liability for, and horeby agrees to protect, defend, indemnify and hold the DSI Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of every kind and character, (including all costs and expenses thereof and reasonable attorney's fees) without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence of DSI Group, arising in connection herewith.
 - on account of bodily injury and/or death to a member of the Customer Group and/or damage to the Customer Group's property

2. In favor of DSI Group on account of loss of or damage to DSI property, equipment, materials or products, including but not limited to, fishing expenses, when such loss or damage occurs. (a) in the hole, (b) as a result of uncontrolled well conditions, (c) while in transit or being moved on any form of transporation owned or furnished by Customer, (d) while located at the well site when DSI personnel are not present or (e) while being used by any person other than a DSI employed, whother in an emergency or otherwise. With respect hereto the property, equipment, materials and products will be valued at their respective landed replacement cost. With respect to (a) above, rental charges on the equipment lost or damaged in the hole shall continue to be paid up to and including the date on which DSI receives notice in writing of the loss or damage.

C. Special Indemnity. Customer further agrees to protect, defend, indemnify, and hold DSI Group and their insurers harmless from and against all loss, liability, claims, demands and causes of action (including all costs and expenses thereof and reasonable attorney's fees) of every kind and character, without regard to the cause or causes thereof, the unseaworthiness of any vessel, strict liability or the negligence of any party, whether such negligence be the sole, concurrent, active or passive negligence (but excluding the gross negligence) of DSI Group, arising in connection herewith in favor of Customer Group or any third party for. (1) property damage in connection herewith in favor of Customer Group or any third party for. (1) property damage or loss that results from pollution and contamination, whether caused by Customer's failure to property handle, transport or dispose of any Chemicals as required by paragraph 6B hereof or otherwise, including containment, clean-up and remediation of the pollutant and contamination, whether or not required by any applicable federal, state or local law or regulation. (3) property damage or loss that results from reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the well bore itself, surface damage arising from subsurface damage or subsee damage. (4) personal injury, death, or property damage or loss that results from work porformed to control a wild well; (5) cost of control of a wild well, underground or "rove the surface, including any redrilling or reworking costs; (6) damage to property womed by, in the possession of, or leased by Customer, end/or well owner, if different from Customer, (the term "well owner" shall include working and royalty interest owners) (i.e., any drijling, rig platform or other structure at the wellsie); or (7) subsurface trespass or any action in the nature thereof.

To the extent this paragraph 10C conflicts with the provisions of paragraph 10A hereof, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of those General Terms and Conditions.

- D. <u>Notices.</u> Each party agrees to immediately notify the other party of any claim, damand, or sult presented to or served upon it by any person or entity in connection with the performance of this Agroement. The party seeking indemnification shall afford the other party full opportunity to assume the detense of such claim, demand, or suit and to protect itself under the obligations of this paragraph.
- E. <u>Incidental or Consequential Damages</u>. It is expressly agreed that neither party shall be liable to the other for any public, incidental, consequential, indirect or special damages, nor for any loss of profits or business interruptions or loss of uso.
- 11. <u>Insurance.</u> Customer's and DSI's indemnity obligations under paragraph 10 hereof shall be supported by adequate flability insurance coverage, or self-insurance (if it meets the requirements set forth below) furnished by each party at such party's cost with contractual indemnity endorsements. The amounts of insurance required from each party hercunder shall be equal; each party's indemnity obligations shall be limited to the highest amount of insurance coverage mutually carried by both parties hercunder.
- In the event either party maintains a plan(s) of self-insurance to insure any part of the risks otherwise covered by the insurances required hereunder, such plan of self-insurance shall not satisfy the requirements of this paragraph unloss an authorized representative of the party not requesting to be self-insured expressly consents in writing to the requesting party's use of such plan(s) of insurance. If it is judicially determined that the insurance required under this paragraph or the indemnity obligations voluntarily assumed under paragraph. 10 hereof and supported either by available liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum amounts of insurance or indemnity permitted under applicable law, it is agrood that said insurance requirements or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law,
- Force Majeure. DSI shall not be liable for any delay or non-performance due to governmental regulation, labor disputes, hostile action, weather, fire, acts of God or any other causes beyond the reasonable control of DSI.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Oilfield Services then all controversies shall be resolved as set forth therein. In the absence of such agreement DSI and Customer shall settle all disputes and claims arising out of these General Terms and Conditions under the Commercial Rules of the American Arbitration Association, as then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Houston, Texas. Any award or determination of the arbitration tribunal shall be final and conclusive, judgment thereon may be entered in any court of competent jurisdiction and no appeal thereof shall be made by the parties.
- 14. Governing Law. Those General Terms and Conditions shall be governed by the law of the state where the services are performed or equipment turnished, however, where services are performed or equipment turnished offshore or on navigable waters, the Federal Maritime Laws will covern.

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