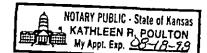
API NO. 15- 189-21768 -00-00

## STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM	CountyStevens
ACO-1 WELL HISTORY	NE CH Ch Ca C Tim 7/ Day 70 VI
Operator: License # 5208	
operator: Liceise #5200	
Name:Mobil Oil Corporation	4012 Feet from (Dy (circle one) Line of Section
AddressP.O. Box 2173	Footages Calculated from Nearest Outside Section Corner: NE, SE, NW or SW (circle one)
2319 North Kansas Avenue	Lease Name Ratcliff Fee #3 Unit Well #5_
City/State/ZipLiberal, KS 67905-2173	Field NameHugoton
Purchaser:Spot Market	Producing FormationChase
Operator Contact Person:Sharon Cook	
Phone (316)_626-1142	7024 Parth 2000
Phone (316_)_626-1142Cheyenne Drilling	Total Depth3026PBTD2980
License:5382	Amount of Surface Pipe Set and Cemented at650Fee  Multiple Stage Cementing Collar Used?YesXNo  Peres, show depth setNAFee  If Alternate II completion, cement circulated fromNANA
License: 5382 VIII  Wellsite Geologist: L. J. Reimer	Multiple Stage Cementing Collar Used? Yes X No.
Designate Type of Completion WICHTA UN	If Alternate II completion, cement circulated from NANANANANA
_X New Well Re-Entry Workover ************************************	If Alternate II completion, cement circulated fromNA
X Gas ENHR SIGW Temp. Abd.	reet depth toW/ SX cmt.
Dry Other (Core, WSW, Expl., Cathodic, etc)	Drilling Fluid Management Plan ALT 1 12-29-95 SK (Data must be collected from the Reserve Pit)
If Workover:	I
Operator:	Chloride content _14,800ppm Fluid volume400bbls
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 PBTD PBTD Docket No.	Operator NameMobil Oil Corporation
Dual Completion Docket No Other (SWD or Inj?) Docket No	Lease Name _C. W. Creamer #1 SWDWLicense No5208
8-6-94 8-9-94 8-29-94	NE Quarter Sec23 Twp34S Rng37E/W
Spud Date Date Reached TD Completion Date	CountyStevens Docket NoD-19,411
Derby Building, Wichita, Kansas 67202, within 120 days o Rule 82-3-130, 82-3-106 and 82-3-107 apply. Information on 12 months if requested in writing and submitted with the	l 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 lls. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promul with and the statements herein are complete and correct to the	gated to regulate the oil and gas industry have been fully complied he best of my knowledge.
Signature Marion a Cook Sha	ron A. Cook K.C.C. OFFICE USE ONLY
Title _Regulatory Assistant Date //	F Letter of Confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 16th day of 100	
19 94.  Notable Public Xa HI Poulson	KCC SWD/Rep NGPA
Notary Public	KGS PlugOther (Specify)

393.sac

Date Commission Expires



Form ACO-1 (7-91)

SII	DE	TL	n

71 m		SIDE TWO	SIDE THO									
L Oil Corporat	ion	Lease Name	_Ratcliff F	ee #3 Unit	Well#	5						
•		County	Stevens									
_ Rge38W_	□X West											
important tops me tool open a s, bottom hole	and base of forma and closed, flowing temperature, fluid	g and shut-in pres	ssures, whet	her shut-in pre	essure read	ched static level						
en il Sheets.)	Yes No	□X Log	Formatio	n (Top), Depth	and Datums	; Sample						
· · · · · · · · · · · · · · · · · · ·	□ Yes □ No	Name		Тор		Datum						
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	163 110	Chase		2624	2	970						
		Council Gr	ove	2970								
	ctralog											
Report a		RD	sed <b>ntermediate,</b>	production, et	c.							
Size Hole Drilled	Size Casing Set (In O.D.)	Weight Lbs./ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Percent Additives						
12.250	8.625	24#	655	Dowell	175 sx —125 sx—	50:50 poz -2% CACL2-						
7.875	5.500	14#	3026	Dowell	275 sx Class C							
ADDITIONAL C	EMENTING/SQUEEZE R	ECORD										
Depth Top Bottom	Type of Cement	#Sacks Used	Type and Percent Additives									
						ueeze Record Depth						
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2684-2715	2856-	 72		<del></del>		<del></del>						
2730-70		-										
2784-94			<del>                                     </del>									
Size None	Set At	Packer At	Liner Run	☐ <sub>Yes</sub> ☐	No	<del></del>						
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n Oil	Bbls. Gas		r Bbls.	Gas-Oil	Ratio	Gravity						
METHOD OF	F COMPLETION		Pro	oduction Interv	al							
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Used on 1 bmit ACO-18.)		en Hole    Perf. her (Specify)				2872						
	important tops ne tool open a s, bottom hole ded. Attach coded. Attach coden l Sheets.) ogical Survey  Report al Size Hole Drilled  12.250  7.875  ADDITIONAL Code Depth Top Bottom  PERFORATION Specify Footage 2655-65  2684-2715  2730-70  2784-94  Size None med Production, no Oil	re tool open and closed, flowings, bottom hole temperature, fluid ded. Attach copy of log.  en	Coil. Corporation	East County Stevens   Rege38W_	Lease Name _Ratcliff Fee #3 Unit	Lease Name _Ratcliff Fee #3 Unit Well #						

## **CUSTOMER** DOWELL: SCHLUMBERGER INCORPORATED P.O. BOX 4378 HOU N, TEXAS 77210 **OILFIELD SERVICES** DSI SERVICE LOCATION NAME AND NUMBER DSI SERVICE ORDER RECEIPT AND INVOICE NO. TYPÉ SERVICE CODE CUSTOMER NUMBER CUSTOMER P.O. NUMBER **BUSINESS CODES** WORKOVER NEW WELL OTHER API OR IC NUMBER **CUSTOMER'S** NAME SEE OTHER SIDE FOR TERMS & CONDITIONS ADDRESS ARRIVE LOCATION CITY, STATE AND I authorize work to begin per SERVICE ORDER ZIP CODE service instructions in accordance with terms and DSI will furnish and Customer shall purchase materials and service conditions printed on the reverse side of this form Collowing SERVICE INSTRUCTIONS in accordance with the general terms and conditions as printed on the and/or attached to this form and represent that I reverse side of this service order and/or attached to this service order. This service order is subject to have authority to accept and sign this order. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE alternative dispute resolution. SERVICE RECEIPT I certify that the materials and services listed were received and all services performed in a workmanlike manner. SIGNATURE OF CUSTOMER OR AUTHORIZED REPRESENTATIVE CODE CITY CODE COUNTY / PARISH SHIPPED VIA LOCATION AND POOL/PLANT ADDRESS WELL NAME AND NUMBER / JOB SITE MATERIAL EQUIPMENT AND SERVICES USED UNIT PRICE 45004-050 4003-025 67005-100 02871- 010 200-002 697-000 102-000 00 SUB TOTAL LICENSE/REIMBURSEMENT FEE LICENSE/REIMBURSEMENT FEE REMARKS: STATE % TAX ON \$ COUNTY % TAX ON \$ CITY % TAX ON \$ SIGNATURE OF DSI 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 the 30th day from the date of invoice. Past due accounts are to pay interest on the balance post 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 attended to effect collection of said account, Customer hereby 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 net lavoice price. Upon revocation, the full invoice price without discount will become immediately due and owing and subject to collection.
- 3. Prices. 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.
- Independent Contractor, DSI is and shall be an independent contractor with respect to
  the performance of the services sot 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.

## 6. 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 circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, 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 theroof or the negligence of ony party.
- 7. Limited Warranty-Oilfield Products, DSI expressly warrants that it shell 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 order. DSI does not warrant in any way oilfield products not manufactured by DSI, and such will be sold or provided hercunder 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 colo liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, or broach 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 replacement 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. Nevertholess, 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 CIVEN, 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 information from measurements and empirical relationships and assumptions, which inferences and as umptions are not infallible, and with respect to which professional engineers and analysts may 1 or AL CORDINGLY, DSI CANNOT AND DOES NOT WARRANT THE ACCURACY, CORRECTNESS OR CLAPILE ISBNESS 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 introducing the product of the processes of the product of th
- 10. Indemnity. For the purposes of this paragraph 10 the following definitions shall apply: "DIST Group" shall mean DSI its parent, subsidiary and affiliated companies, its contractors and sub-contractors 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 Indomnity.</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 unsoaworthiness 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, defend, indemnity 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 conreducts; 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 transportation 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, 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 yessel, 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, carising 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 Customor's failure to properly handle, fronsport or dispose of any Chemicals as required by paragraph 68 hereof or otherwise, including containment, clean-up and remediation of the pollutent 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 subsea damage; (4) personal injury, death, or property damage or loss that results from work performed to control a wild well, injury, death, or property damage to 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 owned 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 royalty interest owners) (i.e., any drilling, rig platform or other structure at the wellsite); 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 these General Terms and Conditions.

- D. <u>Notices.</u> Each party agrees to immediately notify the other party of any claim, demand, 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. <u>incidental or Consequential Damages.</u> It is expressly agreed that neither party shalf 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 hereor 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 indemnity 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 incure 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 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 an 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 or indemnity shall automatically be amended to conform to the maximum amounts permitted under applicable law.
- 12. <u>Force Majeuro.</u> 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 Services then all controversies shall be rosolved 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, Toxas. 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 govern.

CEMENTING	SERVICE	REPORT	t Es	•			Schlumb	erger		TDEATAGE	- ЧТ МЏ <u>М</u> ВЕР	2 1 -	, DATE		
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## DOWELL SCHLUMBERGER INCORPORATED

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- DSL-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 the 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 ellowable by applicable state or federal law is such laws limit interest to a losser amount. In the event it is necessary to employ an agency and/or attorney to effect collection of sald account. Customer hereby 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 net invoice price. Upon revocation, the full invoice price without discount will become "immediately" due and owing and "subject to collection.
- Prices. 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 circumstances, be considered the owner and generator thereof. Customer agrees that any such Chemicals will be transported and disposed of in accordance with all applicable federal, state and local laws and regulations. Customer hereby waives, 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-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 order. DSI doos not warrant in any way oilfield products not manufactured by DSI, and such will 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 broach of warranty or otherwise) arising out of the sale or use of an oilfield product furnished by DSI for usofin connection with its services, is expressly limited to (a) the replacement 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, citter 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 interpretations 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 of 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, alroctors, 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> DSI assumes all liability for, and hereby agrees to protect, defend, indemnity and hold Customer Group and their insurers harmless from and against all damage, loss, liability, claims, demands and causes of action of overy 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 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 Indomnity.</u> Customer assumes all liability for, and hereby agrees to protect, defend, indemnity 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, fincluding 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 to the sole, concurrent, active or passive negligence of DSI Group, prising in connection herewith:

- 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 were 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 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, suchinegligence 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 cost that results from blow-out or cratering; (2) properly 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 6B hereof or otherwise, including containment, clean-pand remediation of the pollulant and contamination, whether or not required by any applicable federal, state or local law or pregulation; (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 subsea damage; (4) personal injury, death, or property 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 wounde 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 royalty-interest owners) (i.e., any drilling, rig platform or other structure at the weilslio); or (7) subsurface trespass or any action in the nature terror.

To the extent this paragraph 100 conflicts with the provisions of paragraph 10A horsef, paragraph 10C shall control. The indemnification provided herein shall not operate to increase any standard of responsibility limited by other provisions of these General Terms and Conditions.

- D. Notices. 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. <u>Incidental or Consequential Damages.</u> 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 hereof 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 indemnity 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 otherwise covered by the insurance required hereunder, suchiplan of solf-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 indefinity obligations volunterity-assumed under paragraph 10 hereof and supported either by available liability insurance or voluntarity 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 or indemnity shall automatically be ampined to conform to the maximum amounts permitted under applicable law.
- 13. <u>Dispute Resolution.</u> If this Service Order is issued in conjunction with an executed DSI Master Service Agreement-Dilifeld Services, then all controversies shall be recoived 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 ribunal 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 <u>Governing Law.</u> 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 Mantime Laws will govern.

1, on account of bodily injury and/or death to a member, of the Customer Group and/or damage to the Customer Group's property.

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