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API No. 15 - 187-20787-0000

# STATE CORPORATION COMMISSION OF KANSAS OIL & GAS CONSERVATION DIVISION

WELL COMPLETION FORM	County Stanton
ACO-1 WELL HISTORY	
DESCRIPTION OF WELL AND USE	
Operator: License # 5952	1980 Feet from SON(circle one) Line of Section
Name: Amoco Production Company	Feet from (E/W (circle one) Line of Section
Address PO Box 800 Room 924	Footages Calculated from Nearest Outside Section Corner:  (NE) SE, NW, or SW (circle one)
	Lease Name Brian Daniel Well# 1-34
City/State/Zip Denver, CO 80201	Field Name
Purchaser: Williams Natural Gas - Gas	Producing Formation St. Louis
Texaco-Oil Operator Contact Person: Susan R. Potts	Elevation: Ground 3259.65' KB 3271'
Phone303-830-5323	Total Depth 5725'
Contractor: Name: Cheyenne Drilling	Amount of Surface Pipe Set and Cemented at Feet
License:5382	Mulitple Stage Cementing Collar Used? Yes No
Wellsite Geologist: Austin Garner	If yes, show depth set 2941 Feet
Designate Type of Completion	If Alternate II completion, cement circulated from
X New Well Re-Entry Workover	feet depth to w/ sx cmt.
OiiSWDSIOWTemp.AbdGas ,ENHRSIGWOther (Core,WSW, Expl., Cathodic, etc.)	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
If Workover/Re-entry: old well info as follows;	Chloride content 5100 ppm Fluid Volume 3000 bbls
Operator:	Dewetering method used Dried and Filled
Weil Name:	Location of fluid disposal if hauled offsite:
Comp. Date Old Total Depth	<u> </u>
Deepening Re-perf Conv. to Inj/SWD	Operator Name TECRIFE  Lease Name License No.
PSTD  Commingled Docket No	Lease Name License No.
Duel Completion Docket No. Other (SWD or Inj?) Docket No.	·i
8-29-95 9-9-95 9-14-95	LED O TOO
Spud Date	County 2-9-96 Docket No
Kansas 67202, within 120 days of the spud date, recompletion, wonformation on side two of this form will be held—confidential for a page 32-3-107 for confidentiality in excess of 12 months.). One copy of	wichith, KC with the Kansas Corporation Commission, 200 Colorado Derby Building, Wichita, orkover or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. period of 12 months if requested in writing and submitted with the form (see rule all wireline logs and geologist well report shall be attached with this form. ALL th all plugged wells. Submit CP-111 form with all temporarily abandoned wells.

All requirements of the statutes, rules and regulations promulgated to regulate the oil and gas industry have been fully complied with and the statements herein are complete to the best of my knowledge. 9-96DPW

Signature ZuDan R. B. Ho	Deny K.C.C. OFFICE USE ONLY
Title Senior Staff Assistant Date February 7, 1996	F Letter of confidentiality Attached C Wireline Log Received
Subscribed and sworn to before me this 2th day of Fell-, 1996	C Drillers Timelog Received
Notary Public Glerry mcReynells	Distribution
Date Commission Expires June 34, 1998	KCC SWO/Rep NGPA Other
	(Specify)

			SIDE TWO	0			t pr
Operator Name A	<u>moco Produc</u>	tion Company	Lease Na	lame <u>B</u>	Brian Daniel	We	.1=34 <sub>~2</sub> _
[ ] [ ] [	12100	г—	County	<u>_s</u>	Stanton		
Sec. 34 Twp	. <u>29S</u> Rg	ge. 40 X West	·	_			
and closed, flowing an	nd shut-in pressure		ressure reached stat	tic level, hydr	rostatic pressures,		val tested, time tool open operature, fluid recovery,
Drill Stem Tests Taker (Attach Additiona	. ر∧	Yes No	X Log	g Forn	nation (Top), Dept	th and Datums	Sample
Samples Sent to Geole	logical Survey X	Yes No					
Cores Taken		Yes X No	Name Oga II.a	- T- D-00		op Datu	ım
Electric Log Run		 ∏ Yes ∏ No		ala Base Corral I		99' KB	
(Submit Copy.)	lΧ_		Chase		227		
		ompensated Spec	CCIQII" =	il Grove	256	59'	•.
Natural Gamma	Ray, Long S	Spaced Sonic, D	Dual Pennsy	yvanian Heebner	298		
Induction Late Spaced Neutron	erolog, Spec	ctral Density [	Dual Lansin		373 379		
Spaceu Heutron	1 11		<del>'</del> Marmat	•	440		
	•	CASING RECO	RD X New	Used			
	•	Report all strings set-	-conductor, surface	, intermediat	e, production, etc.		
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	12.25"	8-625"	28	1615'	Bremium Blu	§ Lite <sup>150</sup> 0	2%CC+¼#Flocele 2%CC+¼# Flocele
Production	7.875"	4-5"	10.5	5710'	1%CC.7% EA-26% Halad-322,15%Salt		
·			<u>i</u>			s Lite 440	岩#/sk D-Air
	<del></del>		NAL CEMENTING/S	QUEEZE REC		را I Percent Additive	No Additives
Purpose: Perforate	Depth Top Bottom	Type of Cement	# Sacks Used		es		
Protect Casing Plug Back TD Plug Off Zone			4				
	PERFORATION	N RECORD - Bridge Plu	ugs Set/Type		Acid, Fracture, Sh	not, Cement Sque	eeze Record
Shots Per Foot	Specify Fo	ootage of Each Interval	Perforated	(Amo	ount and Kind of M	aterial Used)	Depth
4	5588-5594'	·		N/A			
TUBING RECORD 4.7#		Set At T&C 5668'	Packer At 5668	Liner Run	Ye	s X No	
Date of First Resumed F FGas-10/6/95 F(		or Inj Producing Met		ving P	Pumping 0	as Lift	Other (Explain)
stimated Production Per 24 Hours	0ii 154 Bi	Bbis. Gas	Mcf Water			Gas-Oil Ratio	Gravity
Disposition of Gas:		· · · · · · · · · · · · · · · · · · ·	METHOD OF COMPL	LETION			Production Interval
Vented V Sold	Ulcad on Loc	oca Monan Na	ola V Parf		UL Comm	Commingled	5588-5594'

Other (Specify)

(If vented, submit ACO-18)

## Formations (Continued) Brian Daniel #1-34

3 4 30 4 F

Name	Top
Cherokee	4589'
Morrow	5121'
Chester	5531'
St. Genevieve	5561'
St. Louis	5661'

ORIGINAL

RECEIVED
KANSAS CORPORATION COMMISSION

FEB 0 9 1996

CONSERVATION DIVISION , NCEITA, KS

#### DRILLERS LOG

AMOCO PRODUCTION COMPANY **BRIAN DANIEL 1-34** SECTION 34-T29S-R40W STANTON COUNTY, KANSAS

ORIGINAL 15-187-20787

COMMENCED: 08-29-95 COMPLETED:

09-09-95

SURFACE CASING: 1616' OF 8 5/8" CMTD

W/550 SKS PREMIUM PLUS LITE + 2% CC + 1/4

#/SK FLOCELE. TAILED IN W/ 150 SKS

PREMIUM PLUS + 2% CC + 1/4 #/SK FLOCELE.

FORMATION	DEPTH	
SURFACE HOLE	0 - 1616	
RED BED	1616 - 2370	
RED BED & ANHYDRITE	2370 - 2655	
SHALE & LIMESTONE	2655 -5725 RTD	

I DO HEREBY CERTIFY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHEYENNE DRILLING, INC.

Wray Valut

WRAY VALENTINE

STATE OF KANSAS: ss:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11TH DAY OF SEPTEMBER, 1995

JOLENE K. RUSSELL State of Kansas My Appt. Exp. 9-13-99

JOLENE K. RUSSELL

**NOTARY PUBLIC** 

RECEIVED KANSAS CORPORATION COMMISSION

FEB 0 9 1996

CONSERVATION DIVISION WICHITA, KS

DATE

\$-30.95 HALLIBURTON PAGE NO.

, IOD I	~~. ⋽C					LIBURION DATE PAGENO.		
CUSTOME	OG HAL-201	13-C	WELL NO.			LEASE	<u> </u>	JOB TYPE TICKET NO.
	250 /		1-34		-	BR.AN	000	
CHART NO.	TIME	RATE (BPM)	VOLUME (BBL) (GAL)	PUMI T	PS C	PRESSUR TUBING	CASING	
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SOTTOM PLUS  TOP	GUIDE SH	DE .	_	<u> </u>					NAME		UŅIT NO. & 1	ГҮРЕ	LOCATION	— į
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MACKER  THEAT, FLUID  DENSITY  LENGAL, ARP  STATE, LIUID  DENSITY  LENGAL, ARP  LEN	TOP PLUG	C 1,1	278			,	4. To 2	}ra	5%	(, 2 2·	+	<del>`</del>		원 
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CIRCULATING         DISPLACEMENT         PRESLUSH; BBLGAL.         TYPE         ### TYP					•					VOLU	MES		<u> </u>	—   <i>[</i>
AVERAGE FRACTURE GRADIENT TREATMENT: BBL; GAL DISPL: BBL; GAL	CIRCULAT	ING	D	SPLACEMENT_			PRESLUSH: BBL	GAL	<u> </u>		TYPE _	110	••	—[
	BREAKDO	wn	м	АХІМИМ			LOAD & BKDN:	BBLGA	AL::	**	PAD	BBLGAL.		_
SHUT-IN/INSTANT 5-MIN 15-MIN CEMENT SLURRY/BBLGAL. 303 - 3.5	AVERAGE											L: BBL. GAL	. 92	l
	SHUT-IN: I	NSTANT	S-MIN	BSEBUME	_ 15•MIN.	<del></del>	CEMENT SLURF	ŖΥ; BBL.	-GAL - 20	<u> - 35</u>	<u> </u>			— DATE

**CUSTOMER** 

REMARKS

ORDERED.

AVERAGE RATES IN BPM

DISPL.

CEMENT LEFT IN PIPE

		CHARGE			<u>-</u>		<u>.</u>	CUSTON	IER C	ОРҮ		TICKE	г
H.	ALLIBURTON	ADDRES	<u>MOCO</u> IS	Prod.	<del></del>		<u> </u>	<u> </u>  -		N	lo.	811	965 - <b>0</b>
HALLIBURTON HAL-1906-N	I ENERGY SERVICES	CITY. ST	ATE, ZIP C	ODE :		<u>.                                    </u>						PAGE 1	OF 2
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		.  **			<u> </u>	- ASS	1. A. C	<u>-</u>	17841	,	L		

### TERMS AND CONDITIONS

For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION. Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT. The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT, CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:

LOSS OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE, RESERVOIR OR JUNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF, FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.

CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON, OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Halliburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale; lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but Customer agrees that Halliburton shall not be liable for and CUSTOMER SHALL INDEMNIFY, HALLIBURTON GROUP, AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION will not be responsible for accidental or intentional interpretion of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered.
- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS: Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.
  (0593)



TICKET CONTINUATION

**CUSTOMER COPY** 

No. 711965

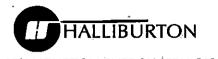
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TYPE AND SIZE A 1/2 GTY. MAKE DATE 9 - 9		
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FORM 2025-R4



TICKET CONTINUATION

CUSTOMER COPY

No. 89//76

CONTINUATION TOTAL .

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#### TERMS AND CONDITIONS

For good and valuable consideration received, Customer (as identified on the face of this document) and Halliburton Energy Services, a division of Halliburton Company (hereinafter "Halliburton") agree as follows:

- A. CUSTOMER REPRESENTATION Customer warrants that the well is in proper condition to receive the services, equipment, products, and materials to be supplied by Halliburton.
- B. PRICE AND PAYMENT The services, equipment, products, and/or materials to be supplied hereunder are priced in accordance with Halliburton's current price list. All prices are exclusive of taxes. If Customer does not have an approved open account with Halliburton, all sums due are payable in cash at the time of performance of services or delivery of equipment, products or materials. If Customer has an approved open account, invoices are payable on the twentieth day after the date of invoice. Customer agrees to pay interest on any unpaid balance from the date payable until paid at the highest lawful contract rate applicable, but never to exceed 18% per annum. In the event Halliburton employs an attorney for collection of any account, Customer agrees to pay attorney fees of 20% of the unpaid account, plus all collection and court costs.
- C. RELEASE AND INDEMNITY CUSTOMER AGREES TO RELEASE HALLIBURTON GROUP FROM ANY AND ALL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER TO PROPERTY OF ANY KIND OWNED BY, IN THE POSSESSION OF, OR LEASED BY CUSTOMER AND THOSE PERSONS AND ENTITIES CUSTOMER HAS THE ABILITY TO BIND BY CONTRACT. CUSTOMER ALSO AGREES TO DEFEND, INDEMNIFY, AND HOLD HALLIBURTON GROUP HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, EXPENSES, ATTORNEY FEES AND DAMAGES WHATSOEVER FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM:
  - LOSS, OF WELL CONTROL; SERVICES TO CONTROL A WILD WELL WHETHER UNDERGROUND OR ABOVE THE SURFACE; RESERVOIR OR TO UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OTHER MINERAL SUBSTANCES OR WATER; SURFACE DAMAGE ARISING FROM UNDERGROUND DAMAGE; DAMAGE TO OR LOSS OF THE WELL BORE; SUBSURFACE TRESPASS OR ANY ACTION IN THE NATURE THEREOF, FIRE; EXPLOSION; SUBSURFACE PRESSURE; RADIOACTIVITY; AND POLLUTION AND ITS CLEANUP AND CONTROL.
- CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS WILL APPLY EVEN IF, THE LIABILITY AND CLAIMS ARE CAUSED BY THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, THE UNSEAWORTHINESS OF ANY VESSEL OR ANY DEFECT IN THE DATA, PRODUCTS, SUPPLIES, MATERIALS OR EQUIPMENT FURNISHED BY HALLIBURTON GROUP, WHETHER IN THE DESIGN, MANUFACTURE, MAINTENANCE OR MARKETING THEREOF OR FROM A FAILURE TO WARN OF SUCH DEFECT. "HALLIBURTON GROUP" IS DEFINED AS HALLIBURTON, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES AND ITS/THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. CUSTOMER'S RELEASE, DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATIONS APPLY WHETHER THE PERSONAL INJURY, ILLINESS, DEATH, PROPERTY DAMAGE OR LOSS IS SUFFERED BY ONE OR MORE MEMBERS OF THE HALLIBURTON GROUP, CUSTOMER, OR ANY OTHER PERSON OR ENTITY AND THE CUSTOMER WILL SUPPORT SUCH OBLIGATIONS ASSUMED HEREIN WITH LIABILITY INSURANCE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.
- D. EQUIPMENT LIABILITY Customer shall at its risk and expense attempt to recover any Halliburton equipment lost or lodged in the well. If the equipment is recovered and repairable, Customer shall pay the repair costs, unless caused by Halliburton's sole negligence. If the equipment is not recovered or is irreparable, Customer shall pay the replacement cost, unless caused by Halliburton's sole negligence. If a radioactive source becomes lost or lodged in the well, Customer shall meet all requirements of Section 39.15(a) of the Nuclear Regulatory Commission regulations and any other applicable laws or regulations concerning retrieval or abandonment and shall permit Halliburton to monitor the recovery or abandonment efforts all at no risk or liability to Halliburton. Customer shall be responsible for damage to or loss of Halliburton equipment, products, and materials while in transit aboard Customer-supplied transportation, even if such is arranged by Halliburton at Customer's request, and during loading and unloading from such transport. Customer will also pay for the repair or replacement of Halliburton equipment damaged by corrosion or abrasion due to well effluents.
- E. LIMITED WARRANTY Halliburton warrants only title to the equipment, products, and materials supplied under this agreement and that same are free from defects in workmanship and materials for one year from date of delivery. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE BEYOND THOSE STATED IN THE IMMEDIATELY PRECEDING SENTENCE. Halliburton's sole liability, and Customer's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale, lease or use of any equipment, products, or materials is expressly limited to the replacement of such on their return to Halliburton or at Halliburton's option, to the allowance to Customer of credit for the cost of such items. In no event shall Halliburton be liable for special, incidental, indirect, consequential, or punitive damages. Because of the uncertainty of variable well conditions and the necessity of relying on facts and supporting services furnished by others, HALLIBURTON IS UNABLE TO GUARANTEE THE EFFECTIVENESS OF THE EQUIPMENT, MATERIALS, OR SERVICE, NOR THE ACCURACY OF ANY CHART INTERPRETATION, RESEARCH ANALYSIS, JOB RECOMMENDATION OR OTHER DATA FURNISHED BY HALLIBURTON. Halliburton personnel will use their best efforts in gathering such information and their best judgment in interpreting it, but, Customer agrees that Halliburton shall not be liable for and CUSTOMER SHALL INDEMNIFY HALLIBURTON GROUP AGAINST ANY DAMAGES ARISING FROM THE USE OF SUCH INFORMATION, even if such is contributed to by Halliburton's negligence or fault. Halliburton also does not warrant the accuracy of data transmitted by electronic process, and Halliburton will not be responsible for accidental or intentional interception of such data by third parties.
- F. GOVERNING LAW The validity, interpretation and construction of this agreement shall be determined by the laws of the jurisdiction where the services are performed or the equipment or materials are delivered:
- G. WAIVER Customer agrees to waive the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act or any similar federal or state statute to the extent permitted by law.
- H. MODIFICATIONS Customer agrees that Halliburton shall not be bound by any modifications to this agreement, except where such modification is made in writing by a duly authorized executive officer of Halliburton. Requests for modifications should be directed to the Vice President Legal, 5151 San Felipe, Houston, Texas 77056.