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STANDARD TERMS AND CONDITIONS OF SERVICE

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1. The Customer shall at all times have complete care, custody, and control of the well, the drilling and production equipment at the well, and the well. A responsible representative of the Customer shall be present to specify depth for any service which is to be performed.
2. Customer is not the sole owner of the well on which this work is being performed; Customer represents that he has full authority to represent all third parties owning any interest in the well and to make all decisions with respect to work done by us on the well. Customer shall protect and indemnify us from and against all claims and costs arising from any misrepresentation by Customer as to such authority.
3. When necessary to repair roads or bridges, or to provide transportation to move our equipment, such shall be arranged and paid for by the Customer. With respect to offshore operations, Customer shall be responsible for transporting our equipment from our storage point to the offshore location, and Customer shall reimburse us for the cost of repair, damage to our equipment, materials or supplies or for the replacement of any of our equipment, materials or supplies which are lost while in our possession while they are under the care or control of Customer or are being transported by Customer or by conveyance arranged for by Customer.
4. There are commonly many conditions in and about the well which we can have no knowledge and over which we can have no control. Therefore, we accept this service order only on condition that we do not guarantee any particular results from services to be performed hereunder. We make no warranties, either express or implied, and in no event will we be responsible for any consequential damages alleged to have been caused by our performance of services hereunder. Except where damage or injury is caused by gross or willful negligence on our part, the Customer shall indemnify us and hold us free and harmless from all claims plus attorney's fees for personal injuries, including death, and damage, including subsurface damage or injury to the well, and damages attributable to our performance of services hereunder, and our control and operation thereof, alleged to have been caused by our operations under this service order, including claims alleging that injuries or damages were caused by our negligence, whether such claims are made by the Customer, by the Customer's employees, or by third parties.
5. We use all reasonable safeguards and precautions in handling radioactive materials in connection with logging services rendered by us, but the Customer hereby acknowledges that he is aware that such sources are potentially hazardous. Therefore, performance or attempted performance of any service involving the use of such material shall be subject to and included under the same provisions and conditions as specified in Paragraph 3 hereof. Should a source be lost in the well bore, special precautions must be taken by Customer in fishing operations to avoid damage or breakage of the container of radiation source or radioactive material. If the source is not recovered intact, the source or any portion remaining in the well bore must be isolated by Customer in compliance with the appropriate regulatory agencies' regulations.
6. Should any of our equipment become lost in the well when performing or attempting to perform our services hereunder, it is understood that the Customer shall make every reasonable effort to recover the lost equipment. The Customer shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost instruments, tools or equipment. None of our employees are authorized to do anything, nor shall any of our employees be required by Customer to do anything, other than consult in an advisory capacity with the Customer in connection with such fishing operations. Any fishing tools furnished by us or any such consultation or advice shall be solely an accommodation to the Customer, and such furnishing of tools and advice shall be subject to and included under the same provisions as specified in Paragraph 3 hereof.
7. Our cables, electrode assemblies, and down hole instruments are designed to operate under conditions normally encountered in the well bore. This equipment may be seriously damaged by excessive well temperatures and pressure, gas, drilling mud, deviated hole, corrosive gases, fluids, or other tests and other hazardous conditions existing in the borehole. Customer shall pay for all damage to equipment occurring in the borehole except where such damage results from gross or willful negligence on our part.
8. In making interpretations of logs, our employees will give the Customer the benefit of their best judgment, but since all interpretations are opinions based on inferences from electrical logs or other measurements, we cannot, and we do not, guarantee the accuracy or the correctness of any interpretation. In no event should the Customer base a decision concerning drilling, completion, treatment or production of a well on any interpretation involving any procedure involving the safety of any persons or equipment solely on such an interpretation by our employees, and we shall not be liable for any loss or damages or expenses resulting from reliance on such interpretation.
9. All data received from the Customer's well logs shall be held in strict confidence and will be released to others only upon written approval by Customer or when required by Federal, State or local laws, regulations, orders, ordinances or for use as evidence in court proceedings involving the matter of service rendered.
10. We do not warrant the accuracy of logging data transmitted by electronic processes and we will not be responsible for accidental or intentional interception of such data by others.
11. All of the preceding terms and conditions, including our Terms Agreement to hold harmless and to indemnify Dresser Atlas, shall also apply, in favor of an employee and successor of Dresser Industries, Inc., and in favor of any manufacturer or supplier of any equipment that we may use in the well.
12. Any equipment lent to Customer or placed on Customer's property or premises will be released and returned to the location designated by Dresser Atlas upon sixty (60) days notice.
13. All charges and prices quoted in the attached Price Schedule are in U. S. Dollars. Our statements of facts are established by audit and are payable in U. S. Dollars within thirty (30) days from the date of issue of each invoice in accordance with payment instructions written thereon. Unless otherwise approved by our Invoicing Department, invoiced charges must be paid in accordance with our current published prices, applicable taxes, and payable at the place designated on the Dresser Atlas Invoice. Interest will be charged on delinquent accounts at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less. If the invoice is placed with an attorney or collection agency, or legal proceedings are employed for collection, Customer shall pay reasonable attorney's or agent's fees, in addition to the amount of the invoice plus applicable interest.
14. Any tax based on or measured by the charges made for, or the cash receipts from, the sale of products and/or the rendering of services shall be in addition to the price stated in the Price Schedule.
15. Prices subject to change at any time without notice.
16. Failure to enforce any or all of the herein specified terms and conditions in any particular instance shall not constitute a continuing waiver or preclude subsequent enforcement thereof.
17. No employee, representative, or agent of Dresser Atlas is empowered to alter any of the herein specified Terms and Conditions. In a case where Customer presents to us a pur-