

# CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS

Legend Energy Services LLC (the "Company") hereby agrees to furnish to Customer (as defined below) the personnel, technical advice, recommendations, and services and to provide the equipment, materials, supplies, and labor set out in any related work order, purchase order or other form agreed to by Company (collectively, the "Services"), subject to and in consideration of the following terms and conditions (the "Terms"):

- 1. GENERAL**
    - 1.1. "Company Group" means Company, its joint venture partners, partners, co-lessors, its and their contractors and subcontractors, its and their affiliates and the officers, directors, employees, agents, consultants, servants and invitees of each of them.
    - 1.2. "Customer" means the party requesting the Services.
    - 1.3. "Customer Group" means Customer, its joint ventures, partners, co-lessors, its and their contractors and subcontractors (other than the Company), its and their affiliates and the officers, directors, employees, agents, consultants, servants and invitees of each of them.
    - 1.4. "Receipt" means any one or group of documents that Company requests that Customer sign at the well, service site, headquarters or other location prior to or at the time the Services are rendered or the Equipment is delivered, including, without limitation, invoices and delivery tickets.
    - 1.5. "Third Party" means any person or entity other than a member of Company Group or Customer Group.
    - 1.6. The Terms set forth herein take precedence over any alternative terms in any other document connected with the Services unless such alternative terms are part of a written master service or other similar agreement which has been negotiated between Customer and Company and which Customer and Company have expressly agreed in writing overrides the Terms in the event of a conflict. Except as provided in the immediately preceding sentence, the Terms constitute the sole and entire agreement governing the provision of Services by Company to Customer, and supersede (a) all prior discussions and agreements between Customer and Company, (b) other inconsistent terms submitted by Customer and (c) any conflicting provisions of any contract, work order, purchase order or other similar document issued by Customer at any time. The Terms may not be altered or amended unless agreed to in writing by Customer and Company. No field employee of Company shall be empowered to alter the Terms. Failure of Company to object to any provisions which may be contained in any other writing of Customer shall not be construed as a waiver of the Terms or an acceptance by Company of any other terms and conditions of Customer. Customer shall be deemed to have accepted these Terms upon the earlier of when Customer signs any Receipt or when Customer receives any Services without previously providing to Company written notice of rejection of the Terms, and such acceptance shall constitute Customer's agreement that the Services will be provided pursuant to these Terms. Any acceptance of the Terms is limited to acceptance of the express provisions contained herein, and any contract, work order, purchase order or similar document submitted by Customer to acknowledge these Terms containing conflicting or additional terms and conditions from those contained herein is hereby rejected unless expressly agreed to in writing by Company. Any such contract, work order, purchase order or similar document submitted by Customer containing conflicting or additional terms and conditions from those contained herein shall not be deemed to be a rejection of these Terms. If these Terms are construed to be an acceptance by Company of an offer by Customer, then Company expressly limits such acceptance to the provisions contained herein and rejects any provisions contained in Customer's offer that conflict with or are in addition to those set forth herein.
  - 2. SERVICES**
    - 2.1. Company shall provide the Services in a good and workmanlike manner, consistent with standard oilfield practices, and in a manner that complies with all applicable laws. Company is and shall be an independent contractor with respect to the performance of any Services, and neither Company nor anyone employed by Company shall be the agent, representative, employee or servant of Customer in the performance of the Services or any part thereof.
    - 2.2. Company agrees to maintain all of its equipment in good operating condition at all times, which shall include, without limitation, meeting or exceeding prevailing regulatory requirements. If a sealed source becomes lodged in the well during well-logging operations, (a) Customer shall make a reasonable effort to recover it and (b) in the event a decision is made to abandon the sealed source downhole, Company will provide any notice required under any applicable law, regulation or order.
    - 2.3. Customer shall secure and maintain rights of access for Company to reach the well and/or service site. Customer shall advise Company of any limitations or restrictions affecting access. Should Company be denied free access to a well and/or service site for any reason not within control of Company, Customer shall pay Company during the time of such denial the rates specified in the applicable Receipt.
    - 2.4. Customer shall be solely responsible for obtaining all necessary permits or licenses for performance of Services at a well and/or service site.
    - 2.5. Company reserves the right to terminate the Services at any time in its sole discretion. Customer shall pay Company its prevailing charges for Services performed up to the date of termination.
    - 2.6. Customer shall, at its sole cost and risk, be responsible for and provide the transportation, storage, treatment, disposal and/or recycling, as required, of any materials or products resulting from Services provided at each well and/or service site, including those materials and products deemed to be dangerous or hazardous waste by any applicable law, regulation or order.
    - 2.7. **COMPANY DOES NOT GUARANTEE THE ACCURACY OF ANY JOB RECOMMENDATION, RESEARCH ANALYSIS, DATA INTERPRETATION, THE ACCURACY OR CORRECTNESS OF INTERPRETATIONS OF LOGS, OR OTHER INFORMATION FURNISHED TO CUSTOMER BY ANYONE IN THE COMPANY GROUP. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE EFFECTIVENESS OR RESULTS OF THE SERVICES.**
  - 3. PRICE AND PAYMENTS**
    - 3.1. Price schedules are available upon request and are subject to change without advance notice. Unless specifically stated otherwise, published and quoted prices do not include federal, state or other taxes imposed upon Services or other special charges. Where abnormal conditions exist (including, without limitation, excessive pressure, extra large pipe sizes, etc.), prices billed to Customer may be higher than those shown on any price list. In addition to charges for Services, Customer will be responsible for any related mileage, shipping, handling, stand-by, rentals, taxes (sales, use or occupation), and other costs. If Company or Company's supplier is obligated to pay any taxes, Customer will be responsible for reimbursing Company for this amount.
    - 3.2. Unless otherwise specified in a Receipt, no discount will be allowed for early payment and all amounts due to the Company shall be paid by Customer in U.S. dollars within thirty (30) days of receipt of an invoice.
    - 3.3. If payment is not timely made, interest on the outstanding balance shall accrue from the date due until paid in full in the amount of 1.0% per month, and, to the extent permitted under applicable law, Company may rescind any discount.
    - 3.4. Where it is necessary for Company to utilize outside suppliers or contractors in connection with providing Services, Customer shall be responsible for all costs related to such supplier and/or contractor, including any relevant shipping and handling charges. If Company incurs third party costs on behalf of Customer, Customer will be responsible for such costs plus a 15% handling fee.
  - 4. LIMITED WARRANTY AND DISCLAIMER**
    - 4.1. **SUBJECT TO SECTIONS 4.2 AND 4.3, ANY EQUIPMENT, MATERIALS AND SUPPLIES INCORPORATED INTO OR UTILIZED IN THE PERFORMANCE OF SERVICES, SHALL BE FREE FROM DEFECTS IN WORKMANSHIP OR MATERIALS FOR A PERIOD OF NINETY (90) DAYS FROM THE EARLIER OF THE DATE THE EQUIPMENT, MATERIALS OR SUPPLIES ARE DELIVERED TO ANY LOCATION WHERE SERVICES ARE PROVIDED OR THE DATE SUCH EQUIPMENT, MATERIALS OR SUPPLIES WERE INCORPORATED INTO OR UTILIZED IN THE SERVICES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS SECTION 4.1, UNDER THESE TERMS, AT LAW OR IN EQUITY, WHETHER IN CONTRACT, TORT OR OTHER THEORY OF LAW, IS LIMITED, AT COMPANY'S SOLE OPTION, TO THE REPAIR OR REPLACEMENT OF, OR A CREDIT FOR, THE EQUIPMENT, MATERIALS OR SUPPLIES PROVEN TO HAVE BEEN DEFECTIVE TO THE REASONABLE SATISFACTION OF COMPANY.**
    - 4.2. **COMPANY MAKES NO WARRANTIES FOR ANY EQUIPMENT, MATERIALS OR SUPPLIES MANUFACTURED BY THIRD PARTIES, BUT WILL ASSIGN TO CUSTOMER ALL WARRANTIES OF THE MANUFACTURER(S) OF SUCH EQUIPMENT, MATERIALS OR SUPPLIES TO THE EXTENT SUCH WARRANTIES ARE ASSIGNABLE BY COMPANY TO CUSTOMER.**
    - 4.3. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHER, COMPANY MAKES NO WARRANTY CONCERNING, AND SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES OR EXPENSES INCURRED OR SUSTAINED BY CUSTOMER RESULTING FROM ANY DEFECT IN EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES FURNISHED BY OTHERS, WHETHER OR NOT REQUESTED BY COMPANY.**
    - 4.4. **THE WARRANTIES PROVIDED IN THIS SECTION 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, AND SHALL APPLY ONLY IF CUSTOMER NOTIFIES COMPANY IN WRITING OF A DEFECT WITHIN NINETY (90) DAYS FROM THE COMPLETION OF THE SERVICES.**
  - 5. INDEMNITY AND INSURANCE**
    - 5.1. All exclusions and indemnities given under this Section 5, shall apply irrespective of cause and notwithstanding the sole, joint and/or comparative negligence, breach of duty (whether statutory or otherwise), breach of warranty, the unseaworthiness of any vessel, products liability or strict liability of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.
  - 5.2. COMPANY SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), EXPENSES, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF: (a) LOSS OF OR DAMAGE TO PROPERTY OWNED, HIRED, LEASED, CONTROLLED, OR OTHERWISE PROVIDED BY COMPANY GROUP; AND (b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON WITHIN THE COMPANY GROUP.**
  - 5.3. CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), EXPENSES, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF: (a) LOSS OF OR DAMAGE TO PROPERTY OWNED, HIRED, LEASED, CONTROLLED, OR OTHERWISE PROVIDED BY CUSTOMER GROUP; AND (b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON WITHIN THE CUSTOMER GROUP.**
  - 5.4. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), EXPENSES, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF: (a) LOSS OF OR DAMAGE TO PROPERTY OWNED, HIRED, LEASED, CONTROLLED, OR OTHERWISE PROVIDED BY A THIRD PARTY; AND (b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY THIRD PARTY.**
  - 5.5. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), EXPENSES, LIABILITIES, AND CAUSES OF ACTION OF ANY KIND ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF: (a) LOSS OF OR DAMAGE TO ANY RESERVOIR, WELL OR WELLBORE, INCLUDING WITHOUT LIMIT ANY LOSS OF OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE; (b) FIRE, EXPLOSION, BLOWOUT OF ANY WELL, INCLUDING WITHOUT LIMITATION ANY CRATERING OR ANY OTHER UNCONTROLLED WELL CONDITION (INCLUDING THE COSTS TO CONTROL A WELL WELL, UNDERGROUND OR ABOVE THE SURFACE, AND THE REMOVAL OF DEBRIS); (c) BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE OR LOSS, OR LOSS OF USE OF PROPERTY THAT IS CAUSED BY OR RESULTS FROM THE PERFORMANCE OF THE SERVICES TO CONTROL A WELL WELL TO PROTECT THE SAFETY OF THE GENERAL PUBLIC OR TO PREVENT THE DEPLETION OF VITAL RESOURCES; AND/OR (d) PROPERTY DAMAGE OR LOSS, OR LOSS OF USE OF PROPERTY THAT IS CAUSED BY OR RESULTS FROM POLLUTION OR RESERVOIR SEEPAGE, AS WELL AS ALL COSTS OR EXPENSES OF CLEANUP AND CONTROL OF THE POLLUTION, HOWSOEVER ARISING.**
  - 5.6. Notwithstanding anything to the contrary in this Section 5, if equipment, material or supplies of Company is lost in a well or it becomes necessary to "fish" for it, Customer shall assume the entire responsibility to recover and return the property to Company or, at Company's request, pay Company for replacement thereof. Company will, without any responsibility or liability on its part, render assistance in an advisory capacity for the recovery of such property.
  - 5.7. In support of the liability, defense and indemnity provisions above, Customer and Company shall each maintain for the benefit of the other (a) commercial general liability insurance, all-risks insurance or qualified self-insurance in the amount of \$1,000,000 (per occurrence) and (b) commercial general liability insurance, automobile liability insurance, all-risks coverage, protection and indemnity insurance and hull insurance, aviation liability insurance and umbrella or excess liability insurance in the minimum amount of \$10,000,000. Customer shall also maintain control of well insurance in the minimum amount of \$5,000,000.
  - 5.8. Company Group and Customer Group shall each be named in the foregoing insurance policies maintained by the other party as a blanket additional insured for all claims, demands, and causes of action of every kind and character arising out of or resulting from the Services to the extent provided in these Terms. Company Group's status as an additional insured shall not be restricted to Customer's vicarious liability for Company Group or any other similar restriction. The obligation to name Company Group and Customer Group as an additional insured shall be separate and independent from the obligations set forth elsewhere in this Section. Company Group and Customer Group shall be entitled to status as an additional insured even if any indemnity provision of this Section is unenforceable.
  - 5.9. The policies of insurance noted above shall be endorsed to waive all rights of subrogation against the Company Group and Customer Group, as the case may be, for all claims, demands and causes of action of every kind and character caused by or resulting from the Services to the extent provided in these Terms. Such policies shall be endorsed to provide that all insurance shall be primary and non-contributing with any other insurance maintained by the Company Group or Customer Group regarding all claims, demands and causes of action of every kind and character caused by or resulting from the Services to the extent of the liabilities assumed by the Customer or Company in these Terms. Customer and Company shall each cause their respective insurer(s) to provide the other with 30 days prior notice in the event of any cancellation or material change in their respective insurance policies.
  - 5.10. Notwithstanding anything herein to the contrary, neither Company Group nor Customer Group will be responsible for special, indirect, incidental or consequential damages of any kind, including without limitation loss of revenue, profits, business opportunities, production, damages for failure to meet deadlines, loss of use, rig time expenses, subsurface damage, loss of hole, re-drilling expenses, reservoir formation damage, pollution damage and/or wreck or debris removal expense.
- 6. MISCELLANEOUS**
  - 6.1. Customer and Company shall maintain the confidentiality of all records and proprietary information obtained by either party in the performance of the Services. Such information will not be disclosed to any third parties without the prior written consent of the other party. Notwithstanding the foregoing, Company may use the information generated by the Services, including treatment and well performance data, in the development of job recommendations and treatment programs for its other customers.
  - 6.2. Customer agrees to pay Company all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Company in enforcing the Terms.
  - 6.3. Company will not be responsible for any delays or damages caused by events of force majeure or any other occurrences beyond Company's control, including without limitation acts of God, war or preparations for war, fire, flood, strike or other labor unrest, riot, act of terrorism, embargo, inability of Company to obtain products from usual sources, or delays in manufacturing or transportation. Force majeure shall not, however, excuse payment by Customer to Company prior to, during, or subsequent to such force majeure.
  - 6.4. To the extent there is any conflict or inconsistency between the provisions of the Terms and those of a related Receipt, the Terms shall control.
  - 6.5. The delay or failure of Company to strictly enforce any provision herein shall not be construed as a waiver or forfeiture of Company's right of subsequent enforcement thereof. The express waiver of one provision of the Terms shall not be deemed a waiver of any other provision herein.
  - 6.6. All parts hereof are separable and the invalidity of any part hereof shall not affect the validity of any other parts.
  - 6.7. Neither party may assign or transfer any rights, duties, or obligations under these Terms without the prior written consent of the other party.
  - 6.8. The headings herein are provided for convenience only and shall have no legal effect.
  - 6.9. To the extent that the Services are performed offshore, these Terms shall be governed by the General Maritime Laws of the United States. Otherwise, the law governing the interpretation of these Terms and any dispute, controversy or claim arising out of, relating to, or in any way connected with these Terms including, without limitation, the existence, validity, performance, breach, or termination hereof, shall be determined without regard to any conflicts of law principles according to which the Company is or was performing the Services, as follows:
  - 6.10. All provisions or obligations contained in these Terms, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of these Terms, will survive and remain binding upon and for the benefit of the parties, their successors (including without limitation successors by merger) and permitted assigns including, without limitation, Sections 2.7, 4, 5 and 6.
- THE LEGEND ENERGY SERVICES LLC CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS ARE ALSO AVAILABLE AT WWW.LEGENDEENERGYSERVICES.COM**