

GENERAL TERMS AND CONDITIONS

CONSPICUOUS AND FAIR NOTICE: THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNITY. BY SIGNING THIS AGREEMENT, OR BY OTHERWISE ACCEPTING THE PROVISION OF SERVICES OR PROVIDING SERVICES, ALL PARTIES FULLY UNDERSTAND AND ACKNOWLEDGE THEIR RIGHTS AND OBLIGATIONS SET FORTH BELOW AND MORE FULLY AT www.renegadewls.com/termsandconditions/.

1. **ACCEPTANCE OF TERMS.** Company agrees to the general terms and conditions as set forth herein, and more fully at www.renegadewls.com/termsandconditions/. Contractor's commencement of work on Services shall be deemed voluntary acceptance by Company to purchase the Services contained in this purchase order under these terms and conditions.

2. **DEFINITIONS.** "Contractor" as used herein means RWLS, LLC d/b/a Renegade Services. "Company" as used herein means the person or entity to which Services are provided. "Services" as used herein means the operations to be conducted by Contractor, and the provision of personnel or equipment for those operations, as shown on the front page of this Purchase Order. "Company Group" as used herein means Company, its parent, subsidiary, and affiliated companies, employees, officers, directors, agents, and assigns. "Contractor Group" as used herein means Contractor, its parent, subsidiary, and affiliated companies, employees, officers, directors, agents, and assigns.

3. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor in the performance of Services, and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Company.

4. **AUTHORITY OF COMPANY.** The Company represents that it is the operating partner or a duly authorized agent with full power to act for or on behalf of all owners of the well in all acts, decisions and other matters regarding the provision of the Services. **THE COMPANY SHALL INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DEMANDS AND CAUSES OF ACTION (INCLUDING ATTORNEY'S FEES AND COSTS) WHICH MAY ARISE AS A RESULT OF ANY BREACH OF THIS REPRESENTATION.**

5. **INDEMNITIES.**

A. **PERSONAL INJURY.**

a. **CONTRACTOR INDEMNIFICATION OF COMPANY GROUP:** CONTRACTOR SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, DEMANDS, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE ARISING OUT OF THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF CONTRACTOR GROUP, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES. THIS INDEMNITY OBLIGATION SHALL APPLY WITHOUT REGARD TO THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF ANY MEMBER OF COMPANY GROUP, AND SHALL BE SUPPORTED BY INSURANCE AS SET FORTH HEREIN.

b. **COMPANY INDEMNIFICATION OF CONTRACTOR GROUP:** COMPANY SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS, DEMANDS, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES

(INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE ARISING OUT OF THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF COMPANY GROUP, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES. THIS INDEMNITY OBLIGATION SHALL APPLY WITHOUT REGARD TO THE SOLE OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE OR OTHER FAULT OF ANY MEMBER OF CONTRACTOR GROUP, AND SHALL BE SUPPORTED BY INSURANCE AS SET FORTH HEREIN.

B. **PROPERTY DAMAGE.**

C. **SPECIAL INDEMNITY.** THE COMPANY SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, DEMANDS, DAMAGES, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND ASSOCIATED COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE AND WITHOUT LIMITATION OR REGARD TO THE CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY INCLUDING BUT NOT LIMITED TO THE SOLE, CONCURRENT, ACTIVE OR PASSIVE NEGLIGENCE OF CONTRACTOR GROUP ARISING FROM (1) PERSONAL INJURY, DEATH OR PROPERTY INJURY THAT RESULTS FROM RADIOACTIVITY, (2) PROPERTY DAMAGE OR BODILY INJURY THAT RESULTS FROM POLLUTION, INCLUDING CLEAN UP AND CONTROL OF THE POLLUTANT, OR (3) PROPERTY INJURY THAT RESULTS FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, OR OTHER MINERAL SUBSTANCE, OR WATER OR THE WELL BORE ITSELF.

6. **LIQUIDATED DAMAGES.** Notwithstanding anything else herein, Company understands and agrees that if Contractor should be found liable to Company for loss or damage due to performance or nonperformance of Contractor work under this contract, liability to Company shall be limited to the total sum paid by Company to Contractor under this contract, as liquidated damages and not as a penalty. Contractor Group shall in no way be liable for any special, economic, punitive, incidental or consequential damages except to the extent of the liquidated damages herein provided.

7. **INSURANCE.**

- a. Company and Contractor each agree to carry and maintain the following during the time Services are being performed by Contractor:
- Statutory Workers Compensation insurance and Employers Liability insurance with limits of \$1,000,000 for each accident;
 - Commercial General Liability insurance, including contractual liability with limits of \$1,000,000 for each accident for bodily injury and property liability combined.
 - Automobile Liability Insurance with a combined bodily injury and property damage limit of \$1,000,000 any one occurrence.

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- b. Company agrees to carry and maintain Operators Extra Expense (OEE) insurance with adequate limits to cover the exposures at Company's wellsite during the time Services are being performed by Contractor.
 - c. The insurance required hereunder shall not void or limit the indemnity obligations as contained herein. All insurance policies of Contractor, with the exception of workers compensation, shall add Company as additional insured and contain a waiver of subrogation endorsement.
8. **NO WARRANTY. CONTRACTOR DOES NOT GUARANTEE RESULTS, NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE GOODS AND SERVICES IT PROVIDES. CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, THAT MAY ARISE OR BE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED DURING THE COURSE OF ITS PERFORMANCE OF THE SERVICES. SERVICES, GOODS AND EQUIPMENT ARE FURNISHED "AS IS, WHERE IS". THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **CUSTODY AND CONTROL OF THE WELL.** The Company recognizes and accepts that at all times it has full care, custody and control of the well and all conditions and equipment situated on or at the wellsite and has sole responsibility for all decisions regarding the drilling, abandonment, completion, stimulation, workover, production procedure and all other activities at the wellsite. The Company agrees to have an authorized representative at the well at all times to exercise this control and custody and in instances where such representative is not present, the Company agrees to supply Contractor with all necessary information so the Services can be performed safely by Contractor. Notwithstanding anything to the contrary herein, the Company shall be liable to Contractor for loss or damage of Contractor's downhole equipment or instruments, exclusive of ordinary wear and tear, while such equipment or instruments are below the rotary table in a well upon which services are being performed.
10. **WELLSITE AND RETURN OF EQUIPMENT.** Company shall be responsible for and pay the entire cost of any repairs to roadbeds and bridges damaged during an attempt by Contractor to gain access to any wellsite to provide the Services, whether such attempt was successful or not. Furthermore, the Company shall arrange and pay the entire cost of the use of any vehicles, vessels, aircraft or other special means of transportation or services for Contractor equipment or personnel to gain access to and return from any Contractor wellsite to or from the point of origin or other mutually agreed location. Where Contractor equipment is transported by a conveyance belonging to or arranged for by the Company or while Contractor equipment is at the wellsite or is in the well or is in the custody of the Company, the Company shall be responsible for the undamaged and safe return of such equipment to the point of origin or other mutually agreed location in the same condition the equipment was in at the time it was delivered to the Company, ordinary wear and tear excepted. If however, such equipment of Contractor is lost, damaged, destroyed or stolen or if any such equipment of Contractor is expropriated, nationalized or lost due to reasons of Force Majeure or otherwise then, regardless of the cause of loss, damage or destruction, the Company shall: (i) at its sole risk and expense, recover or attempt to recover such equipment for Contractor; (ii) reimburse Contractor at rates equal to the current replacement cost of such equipment if not recovered or if destroyed; (iii) reimburse Contractor for the cost of repair of such equipment if the equipment is repairable; and/or (iv) be responsible at its sole expense for the return of the damaged equipment or lost equipment subsequently recovered to Contractor, without opening or inspecting same. To the extent required and at its sole expense Company shall acquire all necessary permits and licenses and provide safe transportation to and proper storage space at the wellsite for Contractor explosives and radioactive materials and such storage and transportation shall meet all applicable safety requirements and be consistent with good industry practices. Company shall advise Contractor in advance of the quantities of such materials to be located at the wellsite.
11. **UNUSUAL WELLBORE CONDITIONS.** Downhole equipment used by Contractor in the provision of Services is designed to operate under conditions normally encountered in the wellbore. Where certain wellbore conditions or substances exist including but not limited to gas cut drilling mud, corrosive gases, chemicals, fluids, excessive temperature and pressure and deviated hole, this equipment may be seriously damaged. The Company shall notify Contractor in advance of such hazardous or unusual wellbore conditions and make any special arrangements necessary to safely complete the Services. For all equipment subjected to any hazardous conditions the Company shall pay the cost of repair to all damaged equipment or, if the equipment is damaged beyond repair, the Company shall pay the current replacement cost thereof.
12. **FISHING OPERATIONS.** In the event any of Contractor downhole equipment is damaged or lost in the well, the Company shall either recover same without cost to Contractor or pay the replacement value for any damage to or loss of such equipment. In the event it is necessary for the Company to fish for any of Contractor downhole equipment, the Company assumes the entire responsibility for such operations. Contractor will, however, if so requested by Company, but without any responsibility or liability, render assistance in an advisory capacity for the recovery or fishing of such equipment and instruments. None of Contractor employees are authorized to do anything other than advise and consult with Company in connection with such fishing operations and any fishing tools furnished by Contractor are furnished solely as an accommodation to Company. The Company further agrees that Contractor shall not be liable or responsible in any way for any damage that Company may incur or sustain by reason of any equipment supplied or advice or assistance rendered in respect of such fishing operations.
13. **HAZARDOUS DEVICES.** Company acknowledges it is aware that the chemicals used in chemical cutters, the explosive charges used in perforating equipment and the radioactive materials used in logging operations are all potentially dangerous to persons and property. Should any radioactive material be lost in the well, special precautions during fishing operations need to be taken in order that the radioactive material container is not broken and if not recovered, the Company shall be responsible for the abandonment of the radioactive material according to all applicable regulations in force at that time. In ordering any service involving the use of radioactive materials, perforating equipment or chemical cutters, the Company does so with the understanding that Contractor does not guarantee results and that Contractor shall not be liable or responsible for injury to or death of persons or damage to property (including but not limited to injury to the well) or any damages whatsoever, irrespective of the cause, growing out of or in any way connected with Contractor's use of radioactive materials, perforating equipment or chemical cutters. **COMPANY SHALL INDEMNIFY AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE, INCURRED OR SUSTAINED BY COMPANY OR ANY THIRD PARTY, IRRESPECTIVE OF THE CAUSE RESULTING FROM ANY SUCH USE OF RADIOACTIVE MATERIAL, PERFORATING EQUIPMENT, EXPLOSIVES AND CHEMICAL CUTTERS. THE RELEASE AND INDEMNITY OBLIGATIONS CONTAINED IN THIS PARAGRAPH SHALL APPLY WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE LOSSES, COSTS, DAMAGES OR EXPENSES AND WITHOUT REGARD TO THE NEGLIGENCE OF CONTRACTOR.**
14. **LOG INTERPRETATION.** Any interpretation of logs or survey, either through optical or electronic processing means or otherwise, or any recommendation or description of any reservoir based on such interpretations or other data, are opinions based upon measurements, assumptions and empirical relationships, which inferences and assumptions are not incapable of error. Contractor cannot and does not guarantee the accuracy, correctness or completeness of such interpretations, recommendations or descriptions and the Company agrees that Contractor shall not be liable or responsible for any loss, cost, damage or expense incurred or sustained by Company resulting directly or indirectly therefrom. Under no circumstances should any such interpretation, recommendation or description be relied upon as the basis for any procedure conducted in or on a well which involves any risk to the safety of personnel, equipment or venture. The Company shall always have full responsibility for such decisions and for all decisions concerning other procedures relating to drilling or production operations.

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15. **ACCURACY OF LOG DATA, DATA TRANSMISSION AND STORAGE.** Contractor does not warrant or guarantee the accuracy of log or survey data, specifically including but not limited to the accuracy of log or survey data transmitted by electronic process and Contractor will not be responsible for accidental or intentional interception of such data by third parties. Contractor does not guarantee the safe storage or the length of time of storage of any digital tapes, optical prints, or transparencies or other similar products or material or information contained therein.
16. **MALFUNCTION OF EQUIPMENT.** Company agrees that Contractor is not responsible for the performance or the construction of equipment and tools other than the equipment and tools manufactured by Contractor and any adjustment for malfunction of such other equipment and tools must be made by the supplier.
17. **PRICES AND CURRENCY.** The Company shall pay Contractor and provide any specialized facilities in accordance with the schedule of prices ("Price List") applicable to the geographic area in which the Services are performed or equipment is furnished, or such prices as may otherwise be agreed upon by the Company and Contractor. The Terms, prices and conditions of payment of such Price List are subject to change with one month written notice. The currency applicable to the Price List shall be U.S. Dollars.
18. **TERMS OF PAYMENT.** Terms of payment for Services rendered by Contractor are net cash in U.S. dollars at the time of service. Net thirty (30) day terms may be available, subject to credit approval. Invoices not paid in 30 days may be charged a finance charge equal to one and one half percent (1-1/2%) of the unpaid balance (but in no event to exceed the highest lawful rate). All prices are exclusive of any taxes imposed on the sale or use of the merchandise and Services listed, which taxes will be added to quoted prices where applicable. For unpaid amounts collected through legal proceedings or by a collection agency, the Company shall pay attorney and agency fees and reasonable costs incurred by Contractor in addition to the amount of the invoice and any accrued interest.
19. **SAFETY.** Company shall, either by itself or through contract with its subcontractors, ensure that adequate safety apparatus complying with all applicable laws and regulations and written safety instructions are available at the worksite. Company shall be responsible for regular emergency drills and means for emergency evacuation from the wellsite.
20. **FORCE MAJEURE.** Contractor shall not be liable for delay or non-performance due to governmental regulations, strikes, hostile actions, weather, acts of God, or any other cause beyond the reasonable control of Contractor (any and all of which causes are referred to herein as "Force Majeure"). Force Majeure shall not, however, excuse payment for Services performed or any personnel and equipment charges accrued and unpaid prior to declaration of Force Majeure.
21. **AMENDMENTS, SEVERABILITY, NO WAIVER.** These Terms constitute the entire agreement between the parties with respect to the provision of Services and supersedes all other terms either expressed or implied by law. None of the Terms set out herein may be added to, waived, modified, superseded or otherwise altered except by a written instrument signed by an officer of Contractor and delivered to Company. Failure to enforce any or all of these Terms in a particular instance shall not constitute a waiver of or preclude subsequent enforcement of any or all such Terms. In the event of any part or parts of these Terms being held invalid, such holding shall not invalidate the remainder. Both parties agree that the exculpatory, indemnification and hold harmless provisions herein shall be modified or altered only insofar as required by any jurisdiction purporting to limit such provisions, it being the intent of the parties to enforce to the fullest extent all terms and conditions as are herein agreed to.
22. **GOVERNING LAW.** The Terms of this agreement shall be construed in accordance with the laws of the State of Texas, without regard to that state's conflict of laws statutes.
23. **DEVIATION FROM STANDARD OPERATING PROCEDURES.** Contractor has prepared and utilizes standard operating procedures ("SOP") for the Services provided herein in order to prevent damage to personnel or equipment. Should the Company or Company's representative request, as part of the Services, an operation or series of operations that is not part of Contractor's SOP, Company agrees that, if Contractor agrees to such deviations from SOP, Company's will execute an SOP Deviation Form prepared to Contractor's satisfaction.

PRIVACY POLICY

Contractor is aware of the sensitive nature of the data it acquires through the Services it provides and considers this information acquired by employees to be valuable, confidential and not otherwise available for disclosure. Contractor agrees to treat this information as proprietary and confidential and acknowledges that, insofar as proprietary information is concerned, the equivalent of a confidential relationship between service provider and Contractor is established. Contractor agrees to disclose the proprietary information only to such employees, representatives, advisers, officers, directors and agents as necessary to perform the Services. Contractor nor any of its employees, representatives, advisers, officers, directors and agents shall make any use or disclosure of any proprietary information to any other third party without the Customer's prior written consent. Contractor further agrees that it will make commercially reasonable efforts to protect the confidentiality of that information.