

Date **9-1-09**  
 Service Number **07-32-1672**  
 Page **1** of **1**  
 Time Arrive on Location **1:00 PM**  
 Time Depart Location **3:00 PM**  
 Miles from Nearest Field Office \_\_\_\_\_



Truck No. **2337** Crane No. \_\_\_\_\_  
 Engineer **Jackson, G.** Gun Loader (if necessary) \_\_\_\_\_  
 Operator **Henderson, B.** Operator \_\_\_\_\_  
 Operator **Harris, C.** Operator \_\_\_\_\_  
 Well to JW Wireline (Time): \_\_\_\_\_ Well to Customer (Time): \_\_\_\_\_  
 Total Operating Time **2** Total Standby Time \_\_\_\_\_ Total Lost Time \_\_\_\_\_

Company **Bonanza Creek Resources** Customer No. \_\_\_\_\_  
 Bill to (if other than above) \_\_\_\_\_ Purchase Order No. \_\_\_\_\_  
 Address \_\_\_\_\_ AFE / Contract No. \_\_\_\_\_  
 City, State Zip Code \_\_\_\_\_

Lease/Well Name **Perkins 21-27** Field Name **Wadsworth**  
 County/Parish **Weld** State **CO** Rig Name or Crane \_\_\_\_\_  
 Section / Township / Range or Latitude / Longitude **NE/NW 27, 51N, 63W** Perf Interval (See Below) \_\_\_\_\_  
 Log Measured From \_\_\_\_\_ Feet Above Permanent Data \_\_\_\_\_

Line Item #	DESCRIPTION	Quantity / Depth / Interval	Unit Price	Operation Charge	Line Total
1	Service Chg.	6750	.25		1687
2					
3					
4	Setting Tool Service	Depth			2160
5	(4 1/2 CIBP)	Operation	1		650
6	Dump Bailer	Depth			1485
7	(2 sxs/cmt)	Operation	1		400
8					
9	Perforating	Depth			1320
10	3/8 Slick.	Shots	56	45.00	2520
11					
12					
13	Discount			(72%)	(7359)
14					
15					<b>2863</b>
16	Environmental Protection Chg.		1		250
17	Owens 4 1/2, 10K, CIBP		1		650
18					
19					
20					
21					
22					
23					
24					
25					

Surface Pressure \_\_\_\_\_ # Wireline Runs \_\_\_\_\_  
 Pressure Equip. Type: \_\_\_\_\_  
**Field Total: 3763**

Run No.	Interval Perforated / Plug Set	Type	SPF	# of Holes Shot	Run No.	Interval Perforated / Plug Set	Type	SPF	# of Holes Shot
1	6590-6604	3 1/8	4	56	9				
2	6750	CIBP	Owens	10K	10				
3					11				
4					12				
5					13				
6					14				
7					15				
8					16				

The undersigned ("Company") agrees to pay J-W Wireline Company ("Contractor") for the operations to be conducted or personnel or equipment listed below ("Services") at P.O. Box 226406, Dallas Texas 75222-6406 provided by Contractor at the sole request of the Company. The undersigned certifies that the Services have been performed to the Company's satisfaction that all zones perforated were designated by the Company and that all depth measurements have been checked and approved. The Services shall only be offered, rendered or provided according to the following general terms and conditions ("Terms"). Please refer to the General Terms and Conditions on the other side of this Purchase Order. **THIS CONTRACT CONTAINS PROVISIONS RELATING TO INDEMNITY, RELEASE OF LIABILITY, LIMITATIONS OF WARRANTY AND ALLOCATION OF RISK - SEE PARAGRAPHS 3, 4, 5, 6, and 10 ON THE REVERSE SIDE.**

Print Name **Kurt Dodge** Signature **Kurt Dodge** Date **9/1/09**

GENERAL TERMS AND CONDITIONS

CONSPICUOUS AND FAIR NOTICE

THIS AGREEMENT CONTAINS INDEMNITIES AND BY SIGNING THIS AGREEMENT, ALL PARTIES FULLY UNDERSTAND THEIR RIGHTS AND OBLIGATIONS CONTAINED HEREIN.

1. **ACCEPTANCE OF TERMS.** Contractor's commencement of work on Service with goods, equipment or personnel furnished, whichever occurs first, shall be deemed an effective mode of acceptance of Company's offer to purchase the Services contained in this purchase order. Any acceptance of this purchase order is limited to acceptance of the express Terms of the offer contained on the face and back hereof. To the extent of any conflict between any Term hereof and a term in any other agreement between Company and Contractor relating to the Services, the term in any other agreement shall, to the extent of any conflict only, be deemed void. The Company agrees that the prices levied by Contractor for the Services take into consideration and are predicated on the Company assuming and releasing Contractor of certain liabilities and responsibilities. By requesting Services of Contractor, the Company voluntarily elects to enter into this agreement and to be bound by all of the Terms hereof rather than negotiate a different agreement which would exclude the exculpatory indemnification, hold harmless and other provisions herein and wherein, such negotiated agreement would, among other things involve substantially higher prices and/or require the provision of adequate insurance by and for the expense of the Company to protect Contractor against the liabilities and responsibilities assumed by the Company herein.
2. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor in the performance of work pursuant to this agreement, and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Company.
3. **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 requested by Company can be performed safely by Contractor and the responsibilities assumed herein by the Company and Contractor shall not be changed. 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 HEREUNDER.
4. **AUTHORITY OF COMPANY.** Where the Company is not the sole owner of the well, field or concession or of the logs and other data obtained through the Services requested of Contractor, but instead shares ownership in such property with one or more other parties, 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 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 ASSOCIATED COSTS) WITHOUT LIMIT BROUGHT IN FAVOR OF ANY THIRD PARTY WHICH MAY ARISE AS A RESULT OF ANY BREACH OR DEFICIENCY OF THESE REPRESENTATIONS.
5. **INDEMNIFICATION.** All Services are hereby supplied by Contractor with the agreement that:
  - (A) CONTRACTOR INDEMNIFICATION OF COMPANY: REGARDLESS WHETHER CAUSED OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF CONTRACTOR GROUP, CONTRACTOR SHALL RELEASE COMPANY, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, CO-VENTURERS, CO-LESSEES, ANY OIL AND GAS LESSEES OR OTHER PARTY FOR WHOM COMPANY ACTS AS OPERATOR, COMPANY'S EMPLOYEES, COMPANY'S SUBCONTRACTORS OF ALL TIERS EXCLUDING CONTRACTOR, AND ITS AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS, AND ITS AND ANY OF THEIR INVITEES, REPRESENTATIVES, SPOUSES, RELATIVES, DEPENDENTS OR ESTATES ("COMPANY GROUP") OF ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIENS, LOSSES, SUITS, JUDGMENTS, LIABILITIES, EXPENSES (INCLUDING ATTORNEY'S FEES AND ASSOCIATED COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE AND WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF FOR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING IN CONNECTION HERewith IN FAVOR OF CONTRACTOR GROUP, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED HEREUNDER OR OF THE INDEMNITIES VOLUNTARILY AND MUTUALLY ASSUMED UNDER THIS PARAGRAPH (WHICH CONTRACTOR AND COMPANY HEREBY AGREE WILL BE SUPPORTED EITHER BY AVAILABLE LIABILITY INSURANCE, OR VOLUNTARILY SELF INSURED, IN PART OR WHOLE) EXCEED THE MAXIMUM LIMITS PERMITTED UNDER APPLICABLE LAW, IT IS AGREED THAT SAID INSURANCE REQUIREMENTS OR INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MAXIMUM LIMITS PERMITTED UNDER SUCH LAW.
  - (B) COMPANY'S INDEMNIFICATION OF CONTRACTOR: REGARDLESS WHETHER CAUSED OR CONTRIBUTED TO, IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF ANY OF CONTRACTOR GROUP, COMPANY SHALL RELEASE CONTRACTOR, ITS PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, CONTRACTOR'S EMPLOYEES, CONTRACTOR'S SUBCONTRACTORS OF ALL TIERS, AND ITS AND ALL OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSIGNS, AND ITS AND ANY OF THEIR INVITEES, REPRESENTATIVES, SPOUSES, RELATIVES, DEPENDENTS OR ESTATES ("CONTRACTOR GROUP") OF ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, 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 LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING IN CONNECTION HERewith IN FAVOR OF COMPANY GROUP ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. IF IT IS JUDICIALLY DETERMINED THAT THE MONETARY LIMITS OF INSURANCE REQUIRED HEREUNDER OR OF THE INDEMNITIES VOLUNTARILY AND MUTUALLY ASSUMED UNDER THIS PARAGRAPH (WHICH CONTRACTOR AND COMPANY HEREBY AGREE WILL BE SUPPORTED EITHER BY AVAILABLE LIABILITY INSURANCE, OR VOLUNTARILY SELF INSURED, IN PART OR IN WHOLE) EXCEED THE MAXIMUM LIMITS PERMITTED UNDER APPLICABLE LAW, IT IS AGREED THAT SAID INSURANCE REQUIREMENTS OR INDEMNITIES SHALL AUTOMATICALLY BE AMENDED TO CONFORM TO THE MAXIMUM LIMITS PERMITTED UNDER SUCH LAW.
  - (C) INDEMNITY OBLIGATION: EXCEPT AS OTHERWISE EXPRESSLY LIMITED HEREIN, IT IS THE INTENT OF THEIR PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS AND/OR LIABILITIES ASSUMED BY SUCH PARTIES UNDER THE TERMS OF THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, PARAGRAPHS 5(A) THROUGH 5(F) HEREOF, BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF (INCLUDING PREEXISTING CONDITIONS), THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.
  - (D) 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.
  - (E) 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 AND THIS LIABILITY SHALL BE EXCLUSIVE. NOTWITHSTANDING THE FOREGOING 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. THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO COMPANY'S PERSON OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF CONTRACTOR'S WORK UNDER THIS AGREEMENT, OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONTRACTOR, ITS AGENTS, SERVANTS, EMPLOYEES OR ASSIGNS.
  - (F) THIRD PARTY INDEMNITY. IN THE EVENT OF A THIRD PARTY CLAIM, EACH PARTY'S LEGAL LIABILITY SHALL BE CONSIDERED TO BE THE SAME AS IF THE PARTY FOR WHOM THE SERVICES WERE PERFORMED HAD PERFORMED THE SAME AND ALL OF THE OBLIGATIONS RESPECTING DEFENSE, INDEMNITY, HOLDING HARMLESS AND LIMITATION OF RESPONSIBILITY AND LIABILITY, AS SET FORTH IN THIS AGREEMENT, SHALL BE SPECIFICALLY APPLIED.
6. **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 THIS CONTRACT. THE 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.
7. **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.
8. **UNUSUAL WELLSITE 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.
9. **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 on Contractor part, 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.
10. **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 accepting an order to perform or attempt to perform 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 ASSOCIATED COSTS) AND CAUSES OF ACTION OF WHATEVER KIND AND NATURE AND 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 and payment instructions written on the face of this purchase order. Invoices not paid in 30 days can 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 cost thereof incurred by Contractor in addition to the amount of the invoice and any accrued interest.
16. **CONFIDENTIAL INFORMATION.** Information derived by either party from the Services rendered that relate to the other party (including but not limited to methods of performing Services) will be held in confidence and will be released only upon approval of the party owning such confidential information, unless such confidential information is part of the public domain or except where its divulgence is required by any applicable law or is otherwise demanded by legal process.
17. **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.
18. **TAXES.** Company shall pay Contractor for Services provided as contemplated herein and shall pay all taxes or other levies (other than U. S. Federal and State income taxes) imposable or imposed by any government, governmental unit or similar authority with respect to the charges made or payments received in connection with Contractor products or Services.
19. **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.
20. **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. No employee or agent of Contractor is empowered to alter or amend these Terms as set out herein. 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.
21. **SUPPLIERS AND MANUFACTURERS.** All of these Terms shall also apply in favor of any supplier of Contractor which designs, manufactures and/or supplies any equipment or components thereof which Contractor may use in the provision of Services and in favor of the contractors and subcontractors of such suppliers.
22. **GOVERNING LAW.** The Terms of this agreement shall be construed in accordance with the laws of the state in which the work was performed, without regard to that state's conflict of laws statutes.
23. **INSURANCE.**
  - (A) Contractor agrees to carry and maintain during the term of this contract the following: (a) Statutory Workers Compensation insurance and Employers Liability insurance with limits of \$1,000,000 for each accident; (b) Commercial General Liability insurance, including contractual liability, with limits of \$1,000,000 for each accident for bodily injury and property liability combined; (c) Automobile Liability insurance with a combined bodily injury and property damage limit of \$1,000,000 any one occurrence. All insurance policies of Contractor, with the exception of Workers Compensation, shall add Company as additional insured, but only to the extent of the indemnity obligation assumed in this agreement. All insurance policies of Contractor shall contain a waiver of subrogation endorsement in favor of Company.
  - (B) Company agrees to carry and maintain the following during the time Services are being performed by Contractor: (a) Statutory Workers Compensation insurance and Employers Liability insurance with limits of \$1,000,000 or each accident; (b) Commercial General Liability insurance, including contractual liability, with limits of \$1,000,000 for each accident for bodily injury and property liability combined; (c) Automobile Liability insurance with a combined bodily injury and property damage limit of \$1,000,000 any one occurrence. (d) Operators Extra Expense (OEE) insurance with adequate limits to cover the exposures at Company's wellsite. All insurance policies of Contractor including but not limited to those described herein, shall expressly waive subrogation in favor of Company and Contractor, likewise, shall ensure that any insurance policies relevant to this Contract shall contain a waiver of subrogation in favor of Contractor Group to the extent of the liabilities assumed by Company under this Agreement. All insurance policies of Company, including but not limited to those described herein and with the exception of Workers Compensation, shall add Company as additional insured, but only to the extent of the indemnity obligation assumed in this agreement. All insurance policies of Company, including but not limited to those described herein shall contain a waiver of subrogation endorsement in favor of Contractor. The insurance required hereunder shall not void or limit Company's indemnity obligations as contained herein.
24. **DEVIATION OF 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.