

Terms and conditions governing the performance of this Purchase Order ("Order") as agreed to by Vendor listed below and Company listed below. NOTE: "Company" for the purpose of this order will be that entity or entities listed on this Order that requests for its own account that Vendor provide goods or related services to such entity or entities. The execution of this Order by two or more entities will not create joint and several liability for these entities with respect to any goods procured and/or services performed by Vendor for these entities.

1.ACCEPTANCE

Vendor's signature or commencement of performance of this Order by Vendor will constitute acceptance of the terms of this Order by Vendor. Additionally, unless a separate master agreement (the "Master Agreement") is in place between Company and Vendor, this Order constitutes the sole agreement between Vendor and Company. Any terms proposed in Vendor's acceptance of Company's offer, including without limitation any terms and conditions in Vendor's bid, price quote, order form, purchase order, billing terms, or any other terms and conditions that add to, vary from, or conflict with the terms in this Order or the terms and conditions of the Master Agreement, are hereby declared to be void and unenforceable and the terms in this Order and/or the terms and conditions of the Master Agreement will constitute the complete and exclusive terms and conditions between Vendor and Company. In the event of a conflict between this Order and any applicable Master Agreement, the language of the Master Agreement will control.

2.TITLE AND RISK

Unless otherwise agreed to herein, Vendor warrants that all goods sold to Company are the property of Vendor and not of any third party and that there are no claims or encumbrances against such goods that would interfere with Company's use or ownership of the goods or any of the terms and conditions of this Order. All goods will be delivered to the F.O.B. point of delivery specified in the Order at Vendor's sole expense and risk until received by Company at such F.O.B. point of delivery. Title to the goods will pass from Vendor to Company at the point of delivery specified on the Order or when Company takes physical possession of the goods, whichever first occurs.

3.TAXES

Vendor is exclusively responsible for and will pay before delinquency all taxes, fees, charges, or any other financial liability, now or hereinafter enacted, levied, or assessed by any federal, state, local, or other governmental authority upon or as a result of transactions and/or sales under this Order (but excluding Company's net income, gross margin, excess profits, or corporate franchise taxes) imposed by any governmental authority upon the sale, use, or delivery of taxable items, goods, or related services furnished hereunder. Vendor must be licensed for sales/use or gross receipts tax in all states in which Vendor physically conducts business and in which Vendor is domiciled and/or has a place of business.

Vendor will itemize, identify, and list as a separate line item on all invoices, the sales/use, VAT, services, and all other applicable tax amounts that apply to all goods or related services only provided by Contractor for Company on this Order. Vendor has the sole responsibility to invoice and collect applicable taxes from Company and to pay such applicable taxes to the appropriate taxing authority(s). VENDOR AGREES TO FULLY DEFEND, INDEMNIFY, RELEASE, AND COMPLETELY HOLD COMPANY HARMLESS AND INDEMNIFY COMPANY AGAINST CLAIMS BY ANY STATES, PROVINCES, PARISHES, OR NATIONAL, LOCAL, OR MUNICIPAL GOVERNMENTS, OR OTHER TAXING AUTHORITIES FOR ANY APPLICABLE TAXES PAID BY COMPANY TO VENDOR. Vendor will notify Company of such taxes as soon as Vendor becomes aware of them so that Company will have the opportunity to review, protest, or appeal such tax determination. However, Vendor will not collect or include any sales/use tax for which Company furnishes a properly completed exemption certificate.

Vendor will comply with all applicable tax laws, registration, and reporting requirements associated with its business with Company on this Order.

4.INVOICES AND PAYMENT

Vendor will prepare all invoices under this Order. Unless otherwise indicated, the price of the goods in this Order includes packaging, transportation to destination specified, and all applicable duties and taxes. Vendor will show all applicable duties and taxes as separate line items on the invoice. Company will pay undisputed portions of invoices no later than thirty (30) days from the date the invoice was received. If an invoice is subject to discount for early payment, such discount period will begin when Company receives the invoice. If an invoice is submitted later than sixty (60) days after completion of the Order, unless such late submission is due to force majeure of Vendor, then Company may apply a discount of 5% of the invoice amount for each week that such invoice is late beyond the sixty (60) day time period. Payment of an invoice does not constitute inspection and acceptance of goods or cancellation or waiver of Company's rights subsequently to contest the amount or correctness of said invoice and to seek reimbursement. In the event of any dispute, Company may withhold payment of the disputed amount or Company may pay the disputed amount without waiver of any of its rights, including the right to seek reimbursement. Vendor agrees to not encumber or allow its suppliers, contractors, or subcontractors to encumber Company's property or the goods and related services provided under this Order. Company's number for this Order will be shown on all invoices.

5.INDEPENDENT CONTRACTOR

Vendor is an independent contractor and unless authorized by separate document will not hold itself out as Company's agent or representative. Vendor does not have authority to make any statements, representations, or commitments of any kind, or to take any action binding upon Company.

6.PRICE, LABOR, AND MATERIALS

A. Company will not pay invoices at a higher price than shown on this Order. Any change must be on a written change order signed by an authorized representative of Company. If no price is shown on the Order, Vendor must notify the Company representative who issued the Order. Vendor agrees not to fill or complete an Order until Company accepts an agreed upon price in writing.

B. Vendor will furnish at its own expense all labor and materials necessary in the performance of this Order other than such labor or materials as Company agrees in writing to furnish.



7. NO WAIVER

No failure on the part of Company to exercise and no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Order operates as a waiver thereof, or of any other right, power, or privilege under the Order, nor does any single or partial exercise of any right, power, or privilege under the Order preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8. DELIVERY

Time is of the essence. Vendor agrees to comply with a prearranged, specific delivery schedule without any delay and without anticipating Company's requirements. Vendor will immediately report delays in shipment to Company as they become known. Company reserves the right to cancel this Order and effect cover if Vendor cannot comply with the delivery date(s) indicated on this Order. Company may designate a specific carrier to ship the goods to the shipping destination specified in the Order. If Company does not specify a specific carrier, Vendor may choose a fully licensed carrier at market rates and Vendor agrees to ensure the carrier obtains and maintains insurance in accordance with government transportation regulations. If Vendor does not ensure carrier has adequate insurance, then Vendor is liable for any loss of or destruction of the goods during shipment. Vendor is responsible for, and at its sole cost will promptly repair, restore, or replace all goods suffering loss, damage, or destruction occurring before Vendor completes delivery of the goods and transfers title to Company. If delivery dates are not specified on this Order, Vendor will ship via the least expensive route that meets the delivery deadlines.

Company may, from time to time, with reasonable notice to Vendor, suspend shipping schedules specified in the Order or otherwise. If Vendor receives notice that shipping schedules are suspended, Vendor will give reasonable notice to Vendor's shipper or carrier. Vendor will separately identify the cost of the delivery on its invoice by separate line item.

9. WARRANTY

A. Vendor warrants from the date of completion of the Order that all goods provided under this Order will be in a good and workmanlike manner in accordance with the designs or specifications provided by Company, free from defects, liens, encumbrances, and claims, and be of good and merchantable quality, and fit and suitable for Company's intended purposes.

B. Company will accept goods only after (1) they are delivered to the proper location and (2) such goods have been inspected by Company and are found to be compliant with this Order and in proper working order. Inspection, test, acceptance, or use of the goods by Company does not affect Vendor's obligations under this warranty and this warranty will survive inspection, test, acceptance, and use.

C. Vendor agrees to promptly replace or correct defects of any goods not conforming to the foregoing warranty without expense to Company when notified of such non-conformity by Company. Vendor will, at Vendor's option (1) repair or replace non-conforming goods; (2) correct any deficiency in quantity; or (3) refund any payments made by Company for non-conforming or deficient goods. Any repaired, replaced, or corrected goods will have the same warranty as that of the original goods.

D. In the event Vendor fails to correct defects in goods shipped, replace non-conforming goods promptly, or perform related services in a manner acceptable to Company, Company may, after reasonable notice to Vendor, make such correction or effect cover at Vendor's expense.

E. Goods not accepted or delivered in error or in excess of the quantity ordered will be held for Vendor's instruction at Vendor's risk and, if Vendor so instructs, will be returned to Vendor at Vendor's expense. Company has the right at any time to reject or revoke acceptance of goods that fail in any respect to conform to the requirements of this Order. In the event that Company has already paid for any goods rejected in accordance with this Article, Vendor will immediately refund the amount paid for such rejected goods to Company.

F. Services related to the goods supplied under this Order and performed by Contractor will be performed with due diligence, in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors, and in accordance with good industry practices. Any services found incomplete, inferior, inappropriate, or not in compliance with agreed specifications will be corrected by Contractor and re-performed to Company's reasonable acceptance without additional cost or risk to Company for one (1) year after the first performance of the services subsequently found to be unacceptable.

10. INDEMNITY

A. DEFINITIONS

(1) "COMPANY" MEANS THAT COMPANY OR COMPANIES LISTED ON THIS ORDER THAT IS REQUESTING FOR ITS OWN ACCOUNT THAT VENDOR PROVIDE GOODS TO SUCH ENTITY OR ENTITIES.

(2) "VENDOR GROUP" MEANS VENDOR, ITS CONTRACTORS, DIRECTORS, OFFICERS, AGENTS, INSURERS, AND EMPLOYEES, AND VENDOR'S SUPPLIERS AND SUBCONTRACTORS AND THEIR CONTRACTORS, AGENTS, INSURERS, AND EMPLOYEES.

(3) "COMPANY GROUP" MEANS (a) COMPANY; (b) ITS SUCCESSORS AND ASSIGNS; (c) ITS PARENTS, SUBSIDIARIES, AND AFFILIATES OF (a) AND (b); AND (d) THE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, INSURERS, AND CONTRACTORS OF (a), (b) AND (c).

B. VENDOR AGREES:

(1) TO BE LIABLE FOR ALL LEGAL PROCEEDINGS OR LOSSES OF ANY NATURE WHATSOEVER THAT MAY BE BROUGHT AGAINST, SUFFERED, SUSTAINED, PAID, OR INCURRED BY COMPANY GROUP.

(2) TO FULLY DEFEND, INDEMNIFY, RELEASE, AND COMPLETELY HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ALL ACTIONS, SUITS, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES (COLLECTIVELY "CLAIMS"), INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES (AND ANY OTHER COSTS ASSOCIATED WITH HANDLING OF OR DEFENSE OF ANY SUCH CLAIMS OF ANY KIND) FOR INJURIES TO OR ILLNESS OR DEATH OF MEMBERS OF VENDOR GROUP OR FOR DAMAGE TO, LOSS OF, OR LOSS OF USE OF VENDOR GROUP'S PROPERTY, TO THE EXTENT SUCH INJURY, ILLNESS, DEATH, LOSS, OR LOSS OF USE ARISES OUT OF VENDOR'S PERFORMANCE HEREUNDER AND EVEN THOUGH SUCH INJURY, ILLNESS, DEATH, LOSS, OR LOSS OF USE MAY HAVE BEEN CAUSED IN WHOLE OR IN PART BY COMPANY GROUP'S NEGLIGENCE OR FAULT IN ANY DEGREE INCLUDING WITHOUT LIMITATION, STRICT LIABILITY, AND UNDER ANY RULE OR THEORY OF LAW.



(3) TO FULLY DEFEND, INDEMNIFY, RELEASE, AND COMPLETELY HOLD HARMLESS COMPANY GROUP FROM CLAIMS RELATED TO OR ARISING OUT OF BREACH OF THE TERMS OF THIS ORDER, FAILURE TO PROVIDE THE REQUESTED GOODS OR RELATED SERVICES, ACTS OF NEGLIGENCE, OTHER WRONGFUL ACTS, ERRORS, OR OMISSION BY VENDOR GROUP ARISING OUT OF VENDOR'S PERFORMANCE HEREUNDER AND EVEN THOUGH SUCH CLAIMS MAY HAVE BEEN CAUSED IN WHOLE OR IN PART BY COMPANY GROUP'S NEGLIGENCE OR FAULT IN ANY DEGREE INCLUDING WITHOUT LIMITATION, STRICT LIABILITY, AND UNDER ANY RULE OR THEORY OF LAW.

C. In no event will either Company or Vendor be subject to liability to the other for consequential damages (including, without limiting the foregoing in any manner, lost profits, lost business opportunities, damages for failure to meet deadlines, and loss of use of equipment) sustained by either Company Group or Vendor Group.

11. FORCE MAJEURE

If Company is unable to accept goods or related services because of any cause beyond Company's control, except lack of funds, then performance of this Order will be partially or wholly suspended during the continuance of such causes and the time for performance will be correspondingly extended. Company reserves the right in such event to cancel this Order, but in such event, Company will pay to Vendor all actual direct costs and expenses incurred by Vendor with respect to this Order prior to date of cancellation. Vendor will be excused from delivery of goods or related services by reason of any cause beyond its control, but only for the duration of such cause. In such event Company, but not Vendor, may cancel this Order.

12. TERMINATION

Company may terminate this Order at any time, and upon termination, Company will be relieved of all further obligations under this Order except for the payment for the unpaid balance of goods or related services provided up to the time of termination plus proper costs incurred by Vendor directly resulting from termination. Notwithstanding the foregoing, and without prejudice to any other remedies Company may have in law or in equity nothing herein will prevent Company from setting off any amount owed to Vendor against any loss, damages, liability, costs, or monies owed by Vendor to Company.

13. CONFIDENTIALITY

A. Vendor covenants and agrees that it will not at any time during or after the termination of this Order reveal, divulge, or otherwise make known to any person or use for its own account, any Company Confidential Information. "Confidential Information" specifically includes, but is not limited to information and data related to Company's software, systems, development and marketing plans, exploration, land, lease, and royalty data, prospects, geological and geophysical data, drilling, production, operational data, building plans, and all other information and data related to Company's business and operations, strategies, forecasts, marketing information, research and research programs, processes, and any other information and data disclosed in oral or written form, about and concerning employees of Company or any of its entities or information that may be proprietary to a third party and in Company's confidence and possession pursuant to outstanding contracts and agreements in any media or manner whatsoever and whether or not labeled "Confidential."

B. Vendor agrees to maintain all Confidential Information in strict confidence. Upon termination of this Order or any renewal or extension thereof, Vendor will return to Company any and all such Confidential Information and electronic and hard copies thereof as well as any other data or information received from or otherwise relating to Company in Vendor's possession and will thereafter not divulge or disclose any Confidential Information acquired from Company to other parties without the express prior written permission of Company.

C. Vendor agrees that Confidential Information will be protected and maintained under the same safeguards as it treats its own confidential information, but in no event will Vendor use less than reasonable care in protection of Confidential Information. Further, Vendor will not use, copy, or disclose the Confidential Information other than for the sole purpose of providing support or performance in connection with this Order. The Confidential Information may be disclosed to Vendor's employees on a need-to-know basis and will not be disclosed to any third party without first having obtained Company's express prior written permission.

D. Confidential Information will specifically exclude any information that Vendor can show (1) was known to or was independently developed by Vendor without access to or use of the Confidential Information; or (2) was disclosed to Vendor in good faith by a third party who had the right to make such disclosure; (3) was made public by Company; or (4) was established to be part of the public domain other than as a consequence of a breach of this Order by Vendor Group.

14. TRADE NAMES AND TRADEMARKS

Vendor will not use the trade names, logos, or trademarks of Company or its related entities in any press release, advertising, marketing, or other material used externally or internally in the discussion, sale, or promotion of Vendor, Vendor products or services, or any articles or similar materials without the express prior written consent of Company's manager/vice president of the Corporate Communications Department in Oklahoma City, Oklahoma.

15. CHANGES

Company reserves the right to make changes in the drawings, designs, specifications, type, quantity, or quality of goods to be supplied, the time and place of delivery of goods and/or services, and the method of transportation. If such change is to be made, it will be evidenced in writing by Company in the form of a change order. Vendor may not make any change in the price, warranty, drawings, designs, specifications, type, quantity, or quality of goods to be supplied, the time and place of delivery of goods and/or services, or the method of transportation without a written change order signed and approved by an authorized representative of Company.

16. INTELLECTUAL PROPERTY

FOR PURPOSES OF THIS ARTICLE, "INTELLECTUAL PROPERTY RIGHT" MEANS ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY. VENDOR WARRANTS AND REPRESENTS THAT THE GOODS IN THE FORM DELIVERED TO



COMPANY, INCLUDING ANY LABELS OR TRADEMARKS AFFIXED THERETO BY OR ON BEHALF OF VENDOR AND ANY RELATED SERVICES PROVIDED BY VENDOR GROUP, ARE FREE FROM ANY CLAIM OF A THIRD PARTY FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT. VENDOR AT VENDOR'S SOLE EXPENSE AGREES TO FULLY DEFEND, INDEMNIFY, RELEASE, AND COMPLETELY HOLD COMPANY GROUP HARMLESS AGAINST ANY AND ALL ACTIONS, DEMANDS, DAMAGES, LOSSES, COSTS, EXPENSES, LIABILITY, OR LOSS FROM ANY CLAIM OR LAWSUIT FOR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT RESULTING FROM THE MANUFACTURE, SALE, USE, POSSESSION, OR OTHER DISPOSITION OF ANY GOODS OR RELATED SERVICES FURNISHED BY VENDOR UNDER THIS ORDER. THE INDEMNITIES SET FORTH IN THIS ARTICLE INCLUDE, WITHOUT LIMITATION, PAYMENT AS INCURRED AND WHEN DUE OF ALL PENALTIES, AWARDS, AND JUDGMENTS; ALL COURT COSTS; ATTORNEY'S FEES; AND OTHER REASONABLE OUT-OF-POCKET COSTS INCURRED IN CONNECTION WITH SUCH CLAIMS OR LAWSUITS. COMPANY MAY, AT ITS OPTION, BE REPRESENTED BY COUNSEL OF ITS OWN SELECTION, AT ITS OWN EXPENSE. VENDOR WILL NOT CONSENT TO AN INJUNCTION AGAINST ANY OF COMPANY'S OPERATIONS, THE PAYMENT OF MONEY DAMAGES, THE GRANTING OF A LICENSE, OR THE PAYING OF ANYTHING OF VALUE BY COMPANY WITH RESPECT TO RESOLUTION OR SETTLEMENT OF ANY CLAIM OR LAWSUIT WITHOUT THE EXPRESS WRITTEN APPROVAL OF AN AUTHORIZED REPRESENTATIVE OF COMPANY.

COMPANY MAY NET, SET OFF, OR RECOUP ANY LOSS, DAMAGE, LIABILITY, OR CLAIM THAT COMPANY MAY HAVE AGAINST VENDOR AGAINST ANY PERFORMANCE OR PAYMENT DUE TO VENDOR UNDER THIS OR ANY OTHER CONTRACT BETWEEN THE PARTIES.

17. APPLICABLE LAW

This Order will be interpreted and construed in accordance with the laws of the state of Oklahoma, without regard to conflicts of law provisions that would apply the law of another jurisdiction. The parties agree that exclusive venue for trying any action or resolving any dispute arising out of this Order will be the federal and state courts located in Oklahoma City, Oklahoma. Vendor waives any right to bring an action hereunder in another state, parish, county, or country. Vendor hereto irrevocably waives any objection it may now or hereafter have to the laying of venue in any of the aforesaid courts and any claim it may now or hereafter have that any such action or dispute has been brought in an inconvenient forum.

18. ASSIGNMENT

Vendor may not subcontract or assign any of its rights or obligations under this Order without the express prior written consent of Company. Any subcontract or assignment without that consent will be void and of no effect. Company may assign all rights in this Order to any entity of Company at any time or to any third party entity pursuant to a divestiture, merger, sale, transfer, reorganization, or acquisition without notice to Vendor.

19. AUDIT

Vendor must maintain a complete and correct set of books and records in accordance with generally accepted accounting principles and practice in the industry pertaining to all aspects of this Order and any applicable Master Agreement. Company has the right, upon reasonable notice, to audit the books, accounts, and records of Vendor relating to all goods or related services provided hereunder. In addition, Company has the right, upon reasonable notice, to audit the books, accounts, and records relating to the provision of any gifts or gratuities furnished by Vendor Group to any employees, agents, or other vendors of Company. These audit rights extend until two (2) years after the date of this Order or the termination or expiration of this Order, whichever is longer.

20. OWNERSHIP OF DOCUMENTS, DRAWINGS, AND SPECIFICATIONS

Vendor agrees that all drawings, field notes, specifications, software, and any other documents and materials, whether written, audio, video, or otherwise, developed by Vendor in connection with this Order ("Documents") are Company's property. However, that information developed by Vendor prior to the commencement of performance of this Order will remain Vendor's property. Vendor will provide the original and all copies of the Documents to Company when provision of all goods or related services ordered under this Order is completed or earlier upon Company's written request. Vendor agrees to assign, and will require its employees, suppliers, and subcontractors to assign, the copyrights for all such Documents to Company.

21. ENTIRE AGREEMENT

This Order and any applicable Master Agreement constitutes the entire agreement between Company and Vendor with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings, or other agreements, expressed, implied, or statutory, between such parties other than expressly set forth in this Order and any applicable Master Agreement. Neither this Order nor any of the terms hereof may be amended, supplemented, waived, or modified, orally or otherwise, except by written instrument signed by Company and Vendor. If any one or more provisions of this Order are determined to be invalid or unenforceable, all other provisions will nevertheless, remain in full force and effect.