



March 2011

## CUSTOMER AGREEMENT GENERAL TERMS AND CONDITIONS

Superior Energy Services, L.L.C. (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, and its subcontractors, 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 venturers, partners, co-lessors, its and their contractors and subcontractors (other than the Company Group), 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.
- 1.5. The Terms 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. Customer shall be deemed to have accepted these Terms upon signing any Receipt or when Customer receives any Services without previously providing to Company written notice of rejection of the Terms. Any contract, work order, purchase order or similar document submitted by Customer to acknowledge these Terms containing conflicting or additional terms and conditions is hereby rejected unless expressly agreed to in writing by Company.

### 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 and neither Company nor anyone employed by Company shall be the agent, representative, employee or servant of Customer in the performance of the Services.
- 2.2. Company agrees to maintain its equipment in good operating condition, which shall include, meeting 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 all permits, licenses and other rights for the performance of the Services and 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. 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.
- 2.5. Unless otherwise specified in a Receipt, Customer shall, at its sole cost and risk, be responsible for providing the transportation, storage, treatment, disposal and/or recycling, of any materials or products deemed to be dangerous or hazardous waste by any applicable law, regulation or order.
- 2.6. **COMPANY DOES NOT GUARANTEE THE ACCURACY OF ANY JOB RECOMMENDATION, 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 SERVICES.**

### 3. CREDIT

- 3.1. The Terms are subject to Customer establishing and maintaining credit satisfactory to Superior. Superior reserves the right to modify credit terms of Customer at any time prior to providing Services if Superior's assessment of Customer's financial condition changes. Except as otherwise provided, 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.
- 3.2. 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.

### 4. LIMITED WARRANTY AND DISCLAIMER

- 4.1. **SUBJECT TO SECTIONS 4.2 AND 4.3, ANY EQUIPMENT, MATERIALS OR SUPPLIES INCORPORATED INTO OR UTILIZED IN THE PERFORMANCE OF SERVICES, SHALL BE FREE FROM DEFECTS IN WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM DELIVERY OF THE EQUIPMENT, MATERIALS OR SUPPLIES OR THE DATE OF COMPLETION OF SERVICES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS SECTION 4.1, UNDER THESE TERMS 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 PROVIDED BY THE MANUFACTURER(S) TO THE EXTENT SUCH WARRANTIES ARE ASSIGNABLE.**
- 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.**
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. As used in this Section 5, “**CLAIMS**” shall mean any and all claims, demands, causes of action (whether in law or in equity), liabilities, damages, judgments, awards, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees and costs of litigation, and costs to control, clean up or remove pollution), of any kind or character, arising from or relating to the performance of the Services.
- 5.3. **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 OR CHARACTER ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF LOSS OF OR DAMAGE TO PROPERTY OR PERSONAL INJURY, INCLUDING DEATH TO ANY PERSON WITHIN THE COMPANY GROUP.**
- 5.4. **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 OR CHARACTER ARISING FROM OR RELATING TO THE PERFORMANCE OF THE SERVICES IN RESPECT OF LOSS OF OR DAMAGE TO PROPERTY OR PERSONAL INJURY, INCLUDING DEATH TO ANY PERSON WITHIN THE CUSTOMER GROUP;**
- 5.5. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS IN RESPECT OF DAMAGE, LOSS, OR DESTRUCTION OF ANY RESERVOIR, WELL OR WELLBORE, ANY OIL, GAS, WATER, OR OTHER MINERAL SUBSTANCE, AND ANY RIGHTS THEREIN OR THERETO.**
- 5.6. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS IN RESPECT OF PERSONAL INJURY, DISEASE OR DEATH OF ANY MEMBER OF COMPANY GROUP, CUSTOMER GROUP, AND ANY OTHER PERSON OR ENTITY, AND IN RESPECT OF DAMAGE, LOSS, OR DESTRUCTION OF PROPERTY OWNED, LEASED, OR HIRED BY ANY MEMBER OF COMPANY GROUP, CUSTOMER GROUP, AND ANY OTHER PERSON OR ENTITY, WHICH RESULTS OR ARISES, IN WHOLE OR IN PART, FROM ANY POLLUTION, CONTAMINATION, FIRE, EXPLOSION, BLOWOUT, CRATERING, OR OTHER UNCONTROLLED WELL CONDITION OR EVENT.**
- 5.7. 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.
- 5.8. The parties agree that the indemnity provisions provided by, Customer and Company herein shall be supported by available insurance or voluntarily self-insured, in whole or in part. Each party will, at its expense, maintain a policy of insurance with limits of at least US \$10 million insuring their respective obligations herein, which policies shall be primary and name the other party as additional insured. If requested, each party will provide the other with a current certificate of insurance as evidence of such insurance policy.
- 5.9. 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. 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.
- 6.2. 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. All parts hereof are separable and the invalidity of any part hereof shall not affect the validity of any other parts.
- 6.3. Neither party may assign or transfer any rights, duties, or obligations under these Terms without the prior written consent of the other party.
- 6.4. 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 shall be determined according to the laws of the state of Louisiana without regard to any conflicts of law principles.