



General Terms and Conditions

Under these terms and conditions ("T&C's") CO-Solve Solutions Inc. ("The Company") agrees to provide, and you agree to purchase, the goods and services in the attached proposal or work order ("goods," "services" or "goods and services"). You understand and agree that the T&Cs govern and control the provision of all goods or services The Company provides to you, including any goods or services provided or performed under written or oral requests for goods or services. You accept the T&Cs by informing The Company or allowing The Company to provide goods and services, whichever is first. You cannot change the T&Cs, and The Company rejects any proposals on your forms or otherwise. When used in the T&Cs, "we," "us," and "our" refer to both you and The Company, collectively.

1. Entire Agreement. If we have signed an agreement applicable to the goods and services, that agreement will apply and the T&Cs do not. If no signed agreement exists between us, the T&Cs are our entire agreement for the goods and services, and no prior discussion, agreement, conduct, or industry practice will affect them. The T&Cs may not be changed, superseded or replaced by any other agreement (including any terms in a purchase order, service order, invoice or other similar document) unless specifically agreed by each of us in writing.

2. Acknowledgment. You understand that interpretations, research, analysis, advice or interpretational data furnished by The Company ("Recommendations") are opinions based on inferences from measurements, empirical relationships and assumptions and industry practice and that Recommendations are not infallible, and the opinions of professional geologists, engineers, drilling consultants and analysts may differ. The Company does not warrant the accuracy, correctness, or completeness of the Recommendations, or that your or any third party's reliance on the Recommendations will accomplish any particular results. You assume full responsibility for the use of and decisions based on the Recommendations, and you hereby agree to release, defend, indemnify and hold The Company harmless from Claims arising from the use of the Recommendations.

3. Payment. You will pay The Company for the goods and services at the rates in the applicable proposal or work order (which are good for 90 days) in Canadian dollars within 30 days of receipt of performance or a correct invoice, whichever is later. The Company may charge interest at 18% per year on all overdue amounts, and you will bear all costs of collection of overdue accounts, including legal fees on a full indemnity basis.

4. Services. You acknowledge and agree that the services The Company may perform are of such a nature that results cannot be guaranteed, and The Company makes no representations, warranties or guarantees with respect to the results of the services. The Company's only warranty with regard to the services is that they will conform to the material aspects of the applicable scope of work.

5. Goods. The Company may provide goods to you under the T&Cs or in connection with the services. The Company warrants that goods will (a) substantially conform to the applicable scope of work (b) be free of defects and of good quality and workmanship, and (c) not be subject to any liens, claims or encumbrances. There are no warranties, express or implied, of merchantability, use, and fitness that extend beyond those expressly stated herein.

6. Warranty Remedies. The Company will re-perform any non-conforming services if The Company is notified before leaving the work site, and will repair or replace any non-conforming or defective goods you notify The Company of within 30 days after The Company provided them to you free of charge. If The Company is unable to repair the non-conforming services, The Company will reimburse you for costs of a third party to repair such services, up to 10% of the original work order for such services. If fishing services are required to retrieve goods, The Company may specify the provider and be present during recovery. The remedies will not apply if damage is caused by: (i) your failure to properly store or maintain the goods, (ii) abnormal well conditions, abrasive materials, corrosion due to aggressive fluids or incorrect specifications, (iii) unauthorized alteration or repair of the goods, (iv) loss of goods while on your site due to your or any third party's negligence, vandalism or force majeure, (v) The Company's lack of or incorrect information regarding well conditions, or (vi) use or handling of the goods in a manner inconsistent with The Company's recommendations. The Company's warranty obligations will terminate if you fail to perform your obligations, including your failure to pay on time.

7. Delay and Cancellation. If The Company cannot provide goods or services to you due to circumstances beyond its control, The Company may charge you actual costs incurred, including but not limited to: mileage; blending; materials (including handling and hauling); return delivery and restocking charges; and all location time in excess of the location time allowance. Orders for goods or services that you cancel after The Company has procured the required materials may be subject to a 25% restocking fee. If The Company provides materials to your specifications and you cancel for any reason (including an uncontrollable event) you will be charged a cancellation fee plus actual costs incurred as a result of such cancellation.

8. Taxes. Prices are exclusive of any municipal, state, federal, special or use taxes or levies imposed on the sale of goods or services. You will be responsible for all taxes

applicable to the provision of the goods or services.

9. Additional Services Requests. You will pay for services, equipment or materials not listed in a proposal but purchased or rented by The Company at your request at cost plus 25%. The Company has no liability to you for such services, equipment or materials.

10. Proprietary Rights. You acknowledge that any intellectual property The Company uses in connection with the T&Cs, or that is created or developed by The Company in the course of performing under the T&Cs, is the property of The Company at all times, and you understand that you are not entitled to any intellectual property rights in any of The Company's intellectual property, except as required to receive the benefit of the goods or services.

11. Confidentiality. Any non-public information that we learn about each other in connection with the T&Cs, including our relationship, is confidential information of the disclosing party, and neither of us may disclose confidential information of the other to any third party without the prior written consent of the disclosing party. We may each use confidential information of the other to perform under the T&Cs, and may share it only on a need-to-know basis with employees.

12. Indemnity. (A) Subject to Section 12(b) below, each of us ("Indemnitor") hereby agrees to release, defend, indemnify and hold the other, its affiliates, officers, directors, agents, partners, joint venturers, employees and contractors of every tier ("Indemnitee Group") harmless for all losses, claims, demands, causes of action, costs and expenses (including reasonable legal fees on a full indemnity basis) (collectively, "Claims"), for personal injury, death and property damage to Indemnitor, its affiliates, officers, directors, agents, partners, joint venturers, employees and contractors of every tier arising out of or incident to the T&Cs or any goods or services provided hereunder, without regard to whether such Claim is caused, in whole or in part, by the negligence (whether sole, joint or concurrent, active or passive), contractual liability or other fault of any member of the Indemnitee Group or by any defect or pre-existing condition (whether known or unknown, patent or otherwise). (B) You hereby agree to release, defend, indemnify and hold The Company harmless for any Claims The Company may suffer or incur arising out of or incident to: well blowout or any uncontrollable well condition, fire, cratering, redrill or sidetracking, seepage or reservoir damage, loss or damage to the hole, pollution and contamination (except sudden and accidental pollution originating above the surface of the earth and emanating from The Company's equipment while in The Company's care, custody and control), and loss or damage to The Company's (or its contractors') equipment while down the hole at new replacement value; even if caused in whole or in part by the sole, joint or concurrent negligence or other fault (active or passive) of The Company or any other person.

13. Consequential Damages Exclusion: Notwithstanding anything to the contrary, neither of us will be liable to the other for business interruptions, punitive, indirect or consequential damages relating to the goods or services (including but not limited to any loss of profit, loss of expected revenue, loss of hydrocarbons or loss of rig time).

14. Disposal of Chemicals. You will arrange and be responsible for the disposal of any used chemicals and hazardous materials related to the goods or services.

15. Insurance. Each of us will maintain, at its own cost, commercial general liability insurance covering its indemnification obligations under the T&Cs with combined single limits of at least \$5,000,000 per occurrence and in the aggregate. We will obtain insurance from carriers with AM Best ratings of at least A-VII (or equivalent), ensure the other party is named as an additional insured, and ensure that our carriers waive rights of subrogation against the other party.

16. Uncontrollable Events. Except for payment obligations, if either of us is unable to comply with the T&Cs because of events beyond our reasonable control, we will promptly notify the other in writing and will make reasonable efforts to restore our ability to perform as soon as possible. If the inability to perform continues for more than 10 days, the other party may cancel the applicable job immediately, by giving written notice to the affected party.

17. Waiver. Failure to enforce any or all of the T&Cs will not relieve either party of its rights or obligations or constitute a waiver or prevent further enforcement.

18. Assignment. You will not assign any of your rights or obligations under this PO without The Company's approval, which The Company may not unreasonably withhold. Any assignment in violation of this provision will be null and void.

19. Governing Law. We agree that the laws of the Province of Alberta govern the T&Cs, without the application of choice of law rules. Each of us voluntarily submits to the jurisdiction and venue of the courts of the Province of Alberta for the adjudication of all disputes under the T&Cs.