

Society of Petroleum Engineers, Inc. (SPE) General Terms and Conditions.

1. Indemnity. Individual or Listing Company engaging in E&P Consultants Directory Listing hereafter referred to as "Listing" hereby agrees, at its sole expense, to defend, indemnify and hold harmless the Society of Petroleum Engineers, Inc. and its officers, directors, employees, agents, and representatives (collectively, Society of Petroleum Engineers) from and against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Party known or unknown, contingent or otherwise, directly or indirectly arising from or related to this Listing.

2. Assignment. The Listing Company may not assign any of its rights or delegate any of its duties under this Listing without the prior written consent of SPE. Despite such consent, no assignment shall release the assignor of any of its obligations or alter any of its primary obligations to be performed under the Listing. Listing is made solely for the benefit of the parties or to their respective successors and assignors, and no other person or entity shall have or acquire any right by virtue of this Listing.

3. Governance. This Listing shall be governed and interpreted by the laws of the State of Texas, United States of America. Regardless of the place of performance or otherwise, the Listing, and all schedules, amendments, modifications, alterations, or supplements thereto, will be governed by the laws of the State of Texas, United States of America. If any provision of the Listing is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

4. Force Majeure. SPE shall not be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control including but not limited to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, government regulations, governmental controls or restrictions, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, war, or other causes beyond the reasonable control of SPE. Upon such delay or failure to meet its obligations, SPE's performance shall be excused.

5. Bankruptcy. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of the creditors or relief of debtors prior to fulfilling the obligations of this Listing, the other party shall have the right to terminate this contract without liability upon written notice to the other party.

6. Insurance. The Listing Company shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from the respective obligations pursuant to this Listing.

7. Notice. Any notice required or permitted by the terms of this Listing should be made in writing. Notice must be delivered through one of the following methods in order to be deemed given:

- A.** Certified Mail, return receipt requested
- B.** Registered Mail, return receipt requested
- C.** Overnight Delivery, with a signature signifying receipt.

All notices must be addressed to the person named in this Listing as that party's contact/representative. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed.

8. Termination. SPE reserves the right to terminate the Listing and pursue injunctive relief if the Listing Company breaches or is in default of any material obligation hereunder where such a breach or default is incapable of cure or which, being capable of cure, has not been cured within (30) days after receipt of written notice of breach or default.