

MASTER SERVICE AGREEMENT

The following is an Agreement between Excalibur Well Services Corporation, hereinafter referred to as “Contractor” and _____, hereinafter referred to as “Customer,” entered into this _____, 2020.

1. Contractor will be responsible for designated projects in accordance with Customer’s specifications and technical standards and within the policy guidelines of Customer and in a good and workmanlike manner consistent with reasonable industry standards. Contractor will provide periodic progress reports to Customer; however, detailed work schedules and methods will be Contractor’s responsibility. Customer shall be solely and exclusively responsible for the accuracy, fitness and completeness of all of Customer’s specifications, technical standards, plans and policy guidelines. Due to the fact that subsurface well work and other work related to the repair and maintenance of wells is peculiar by nature, Contractor makes no warranties regarding the overall success of any project designated by Customer and all such warranties, whether express or implied, are disclaimed by Contractor. In no event shall Contractor be responsible for any direct, incidental, special or consequential damages or losses arising by reason of the failure of any project designated by Customer.

2. This Agreement shall control and govern all work and services performed by Contractor for Customer under written or oral work orders or agreements. This Contract does not obligate Customer to order work, etc., from Contractor, nor does it obligate Contractor to accept such orders, but this instrument together with any written or oral work order or agreement shall control and govern all work, services and related activities agreed to be done by Contractor and shall define the rights, liabilities, and obligations of Customer and Contractor during the term hereof. With respect to any work performed by Contractor pursuant to contracts or work orders with parties other than Customer on any drilling barges, vessels, platforms, installations or other property of any kind owned by, leased to, chartered to, or under the control of Customer, Section 11 of this Contract shall be applicable as between Contractor and Customer with respect to the work so performed.

Contractor will invoice Customer, indicating billable entities, if any, to which Contractor’s fee may be allocated. Contractor’s tax identification number is 20-4522087. Contractor is prepared to use Contractor’s own resources and agrees not to use Customer’s resources (i.e. supplies, equipment, facilities, secretarial, etc.) for the purpose of invoicing

Customer or for work other than that associated with completion of the project for which Contractor has been retained.

3. Contractor acknowledges that, in the course of its work with Customer, Contractor will have access to proprietary information which is important to the business and competitive position of Customer, and Contractor will treat such information as confidential both during the engagement and thereafter. Further, this information will not be used at any time or any manner in work which Contractor may do with others. It is expressly agreed that the provisions of this paragraph will survive the termination of this Contract for a period of one year.

4. With the exception of paragraph 3, this Agreement may be canceled by either party upon thirty (30) days' written notice.

5. Contractor agrees to use reasonable efforts to comply with all laws, rules and regulations, federal, state and municipal, which are now or become applicable to operations covered by this Agreement and any work in connection herewith, and further agrees to comply with all Company policies delivered to Contractor in writing in the performance of its duties hereunder. If any of the terms hereof are in conflict with any applicable rule, regulation, order or law of the federal, state or municipal regulatory body, the term of this Contract so in conflict shall not apply and the applicable federal, state, municipal rule, regulation, order or law shall prevail. Customer shall be solely responsible for obtaining all permits, licenses and other governmental approvals that may be required or necessary with respect to Customer's project and the work and services to be provided by Contractor under this Agreement.

6. With the exception of sales taxes, which shall be paid by Customer, Contractor agrees to pay all taxes, licenses and fees levied or assessed on Contractor in connection with or incident to the performance of this Contract by any governmental agency, and shall also pay all unemployment compensation insurance, old age benefits, social security or any other taxes upon the wages of Contractor, its agents, employees and representatives. Contractor agrees to require the same agreements from any of its subcontractors. Contractor agrees to reimburse Customer on demand for all such taxes or governmental charges, state or federal, which Customer may be required to pay or deem it necessary to pay on account of employees of Contractor or its subcontractors. Contractor agrees to furnish Customer with the information required and enable it to make the necessary reports and to pay such taxes or charges. At its election, Customer is

authorized to deduct all sums so paid for such taxes and governmental charges from such amounts as may be or become due to Contractor hereunder.

7. In the event there is a conflict between the provisions hereof and any papers or documents which may have been executed or passed between the parties hereto in connection with the subject matter hereof, it is understood and agreed that the provisions hereof shall be controlling. It is expressly understood and agreed by the parties hereto that no provision of any work order, report, price schedule, invoice or other instrument shall supersede the provisions of this Agreement except an Agreement executed by an officer or authorized representative of Customer and an officer or authorized representative of Contractor expressly altering or modifying this Agreement.

8. Contractor agrees to furnish personnel with the training, experience and physical ability, together with necessary and adequate supervision, in order to perform the service undertaken in a workmanlike manner without endangering the lives or property of fellow workers, other parties, or the property and employees of Customer.

Customer reserves the right to require reasonable information about any Contractor personnel and to require that Contractor discontinue work assignment hereunder of Contractor personnel reasonably unsatisfactory to Customer.

Contractor personnel shall be free of intoxicants or controlled substances. Contractors and Subcontractors shall abide by the D.O.T. regulations promulgated in Title 49 CFR parts 40 and 199 where applicable. Contractor may be required to verify that its personnel are free of intoxicants or controlled substances. Customer may, at its sole discretion, require or cause, testing for any or all controlled substances and intoxicants on all persons working on Customer's premises, and Contractor further agrees to searches of the personal effects of its employees by the appropriate agents of Customer in furtherance of compliance with these regulations. Contractor personnel who may decline to participate in a controlled substance testing program will not be allowed to continue on the Customer's premises.

9. Upon receipt of a written demand by Customer, Contractor shall immediately cause any lien that may have been filed or claimed against any of Customer's property, in connection with work performed under this Agreement or subsequent written or oral work orders or agreements, by vendors, laborers, materialmen, subcontractors or any other creditor of Contractor to be released or discharged or provide whatever security or bonds as may be required

at no cost or charge to Customer, and in a manner satisfactory to Customer. If Contractor fails to discharge or cause release of such a lien, Customer may make payment and do whatever Customer, at its sole discretion, deems appropriate to cause such lien to be discharged or released and Contractor shall, upon receipt of demand from Customer, immediately reimburse Customer any and all costs, including, but not limited to, attorney's fees, court costs and principal payments and interest, paid by Customer to obtain discharge or release of such lien.

10. Contractor shall, upon receipt of request from Customer, provide information as Customer may reasonably require by form of affidavits or otherwise regarding payment of Contractor's laborers, materialmen, vendors, subcontractors or other contractor creditors connected with providing work or services under this Agreement and under subsequent written or oral work orders and agreements.

11. Prior to performing any work or services for Customer, Contractor shall, at its own expense, obtain and maintain in force insurance in the minimum amounts as follows:

- a. Workers' Compensation and Employers Liability Insurance including Occupational Disease, and providing full coverage under all applicable laws of all applicable jurisdictions including Maritime Employer's Liability, Jones Act, Death on the High Seas Act, Federal Longshore and Harbor Workers Act, Outer Continental Shelf Lands Act and endorsed to include Liability In Rem shall be treated as a claim against the employer and to include coverage for liability in respect of Transportation, Wages, Maintenance and Cure and General Maritime Law and any other laws applicable to Maritime Employment. Coverage shall be for all Operations contemplated in this Contract. Such Policies shall either be in statutory amounts or in amount of not less than \$1,000,000. All such policies should include Borrowed Servant/Alternate Employer Endorsements.
- b. Comprehensive Automobile Liability Insurance including Owned, Non-Owned and Hired Autos in the amount of \$1,000,000, Combined Single Limit, covering Death, Bodily Injury and Property Damage.
- c. Comprehensive/Commercial General Liability Insurance covering operations hereunder in an amount of \$1,000,000 combined Single Limit, covering Death, Bodily Injury and Property Damage including Personal

Injury Liability, Contractors Protective Liability, Products Liability, Completed Operations Liability, Broad Form Property Damage, In Rem Endorsement providing that a claim In Rem shall be treated as a claim against the employer, Extension of territorial Limits to include Gulf of Mexico Operations (if applicable), including endorsements to delete Watercraft Exclusions of the policy as respects both Direct and Indirect Liability and including Contractual Liability providing coverage for the indemnity and hold harmless provisions in this Agreement and as it may be amended from time to time.

- d. Protection and Indemnity Insurance or its equivalent in the amount of \$1,000,000. (This paragraph “d” is primarily applicable only to vessel operations and areas involving navigable waters.)
- e. Excess or Umbrella coverage in an amount of not less than \$5,000,000 in excess of a., b., c., and d. above, said excess or umbrella coverage to follow the form of the primary coverage in a., b., c., and d. above.

All insurance policies shall be maintained in full force and effect during the term of this Agreement. All policies, whether specifically mentioned above or not, shall name Customer as an additional insured where legally permissible, and all of the policies, whether specifically set forth above or not, shall grant a waiver of underwriter’s Rights of Subrogation against Customer, its officers, agents and employees, and owner or owners of joint interest with Customer and its insurance carriers and shall further provide that underwriters are obligated to provide Customer at least thirty days written notice of cancellation, amendment or alteration. Upon request, Contractor agrees to furnish to Customer certified copies of the insurance policies. Prior to performing any work or service for Customer, Contractor will provide a certificate of insurance as evidence of the coverages required.

Customer will provide, in the same manner as Contractor has in Paragraph 11 above, for a contractual endorsement to Customer’s comprehensive general liability insurance such that Contractor is named as an additional insured with respect to Customer’s undertakings in this Agreement.

12. Customer agrees to defend, indemnify and hold Contractor, its subsidiary and affiliate companies, their agents, employees, directors, officers, servants and insurers (collectively “indemnitees”), harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character (including reasonable attorneys’ fees), in favor of

any person or party, for loss of Customer's equipment, for injury to or illness or death of any employee of Customer or its joint interest owners, which damage, injury, illness or death arises out of or is incident to the work performed under this contract, and regardless of the cause of such damage, injury, illness or death, even though caused in whole or in part by a pre-existing defect, indemnitees' negligence or strict liability, unseaworthiness, or other legal fault of indemnitees except indemnitees' gross negligence or intentional acts. Customer shall fully defend any such claim, demand or suit at its sole expense, even if the same is groundless. This indemnity shall be limited to the extent necessary for the compliance with applicable State and Federal laws.

Contractor agrees to defend, indemnify and hold Customer, its joint interest owners, its subsidiary and affiliate companies, their agents, employees, directors, officers, servants and insurers (collectively "indemnitees"), harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character (including reasonable attorneys' fee), in favor of any person or party, for loss of Contractor's equipment, for injury to or illness or death of any employee of Contractor or loss of subcontractor's equipment, or injury to or illness or death of any employee of subcontractors of Contractor, which damage, injury, illness or death arises out of or is incident to the work performed under this Contract, and regardless of the cause of damage, injury, illness or death, even though caused in whole or in part by a pre-existing defect, indemnitees' negligence or strict liability, unseaworthiness, or other legal fault of indemnitees except indemnitees' gross negligence or intentional acts. Contractor shall fully defend any such claims, demand or suit at its sole expense, even if the same is groundless. This indemnity shall be limited to the extent necessary for the compliance with applicable State and Federal laws.

In an action by parties not covered by the paragraph above to recover damages in which both Customer and Contractor are found responsible, whether by negligent act or omission, on a basis of strict tort liability, strict products liability, breach of warranty, or otherwise, each party shall pay damages to the claimant in proportion to its percentage of responsibility. Neither party shall be liable hereunder for any exemplary, punitive, special, indirect consequential, remote or speculative damages.

13. Contractor shall be an independent contractor with respect to the performance of all work hereunder and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be an employee, agent, servant or representative of Customer in the performance of any work or service or part thereof in any manner dealt with hereunder. Customer shall have no direction or control of Contractor, its employees and agents except in the

results to be obtained. The work contemplated herein shall meet the approval of Customer and be subject to the general right of inspection for Customer to secure the satisfactory completion thereof. The actual performance and superintendence of all work hereunder shall be by Contractor, but Customer or its representative shall have unlimited access to the operations to determine whether the work is being performed by Contractor in accordance with all of the provisions of this Agreement.

14. Except to the extent that this Agreement may be exempt, Contractor agrees to comply with the provisions of 41 C.F.R. part 60-1 and Executive Orders No. 11246 and No. 11375, as they may be amended.

Contractor agrees to comply with all laws, rules and regulations, federal, state and municipal, which are now or become applicable to operations covered by this Agreement and any work in connection herewith. This specifically includes all federal, state and local anti-discrimination laws and regulations, including but not limited to, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act and the Americans with Disabilities Act. If any of the terms hereof are in conflict with any applicable rule, regulation, order or law of the federal, state or municipal regulatory body, the terms of this Contract so in conflict shall not apply and the applicable federal, state or municipal rule, regulation, order or law shall prevail.

15. All notices relating to this Agreement and required hereunder shall be sent to the following addresses until written notice by the party whose address is to be changed has been furnished the other party. Customer shall send such notices to, Excalibur Well Services Corporation, 22034 Rosedale Hwy, Bakersfield, CA 93314. Contractor shall send such notices to: _____

16. It is expressly understood and agreed that no provision of this Agreement shall be modified or changed in any way; except by a written agreement executed by an officer or authorized representative of Customer and an officer or authorized representative of Contractor which expressly provides that such agreement is intended as a variance, amendment or modification of this Agreement. This Agreement is the entire Agreement of the parties and cannot be changed or modified orally. This Agreement shall be binding upon the parties hereto, their successors and assigns.

17. This Agreement is to be considered as having been executed in the State of California and whenever the work or services contemplated by this Agreement are conducted in, on or above the navigable or territorial waters of the United States or its Outer Continental Shelf, the law governing this Agreement shall be the General Maritime Law of the United States. Whenever the work or services contemplated by this Agreement are conducted on land, or are deemed to be subject to state and not maritime law, the parties agree that California law will govern this Agreement.

18. In the event that any legal action is brought for the enforcement or interpretation of this Agreement or the collection of amounts due hereunder, the prevailing party shall be entitled to recover reasonable costs, attorneys' fees and expert witness fees. In the event all amounts due under this Agreement are not paid when due, all such amounts shall bear interest at the rate of 1.5% per month or the maximum allowable rate otherwise permitted under applicable laws.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on the day and year indicated.

CUSTOMER

By: _____

Title: _____

Date: _____

EXCALIBUR WELL SERVICES CORP.

By: _____

Name: Gordon Isbell

Title: Vice President/GM

Date: _____