



SAVANNA DRILLING CORP. PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **General.** This electronic or written purchase order ("**Order**") is comprised of the face of the Order, these *Savanna Drilling Corp. Purchase Order Terms and Conditions for Goods and Services* ("**Terms**") and such other documents incorporated by reference on the face of the Order by Savanna Drilling Corp. ("**Savanna**" or "**Purchaser**"). Savanna agrees to purchase and the seller, contractor or vendor identified on the face of the Order (the "**Supplier**") agrees to provide the goods and/or services described on the face of the Order ("**Goods**" and "**Services**" as applicable, and together, the "**Work**"), in accordance with the Terms, which shall exclusively control and govern the provision of the Work.
2. **Operator Agreements.** Where the Work is provided in support of Savanna's obligations under an agreement with one or more third party operators (each, as applicable, an "**Operator**") (which agreement will be provided to Supplier upon its request), Supplier agrees that it will (a) observe, perform and carry out all obligations and liabilities applicable to a subcontractor under the Operator's agreement with Savanna; (b) to the extent applicable to the Work, assume and be liable for all obligations and liabilities of Supplier under or relating to the Operator agreement and obtain the benefit of all of the rights, liabilities and indemnifications of Savanna under the Operator agreement in the place and stead of Savanna; and (c) not make any claim or demand against an Operator or its related entities which is not entitled to be made by Savanna and its subcontractors pursuant to the terms of the Operator's agreement with Savanna.
3. **Entirety and Conflicts.** This Order contains the complete agreement between the Supplier and Savanna with respect to the Work, and supersedes any prior agreements, understandings or representations with respect to the subject matter herein, and any terms either expressed or implied by law. Savanna's acceptance of any Work will not constitute Savanna's assent to any additional terms and conditions contained in any accompanying document provided by Supplier. Supplier hereby waives and acknowledges as null and void any terms and conditions pertaining to the provision of the Work by Supplier to Savanna other than these Terms, whether contained in any documentation provided by or on behalf of Supplier or otherwise. These Terms shall take precedence over the remainder of the Order to the extent of any conflict.
4. **Acceptance of Terms.** The following shall constitute unqualified acceptance by and agreement of Supplier of and to all terms and conditions of this Order: (a) Supplier furnishes any Goods or commences performance of Services under the Order; (b) Supplier's written or electronic acknowledgment; or (c) Supplier's acceptance of payments from Savanna. Terms may only be amended or modified in writing stating specifically that it amends the Terms and signed by an authorized representative of each party.
5. **Representations.** Each party represents and warrants that: (a) it has all necessary approval, authority and resources to execute, deliver and perform its obligations under this Order; (b) it is validly existing under the laws of its jurisdiction of formation; (c) it is authorized to carry on business in the jurisdiction where the Work are going to be delivered, constructed or performed, as applicable; and (d) it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).
6. **Changes.** Savanna may from time to time change the Work to be provided pursuant to a Order and Supplier agrees to diligently perform its obligations as changed, pending equitable resolution between the parties of any changes to time or cost. Within 10 days of receipt of notice of such change, Supplier shall provide Savanna in writing any impact to price or delivery date as a result of the change. Supplier's compensation will only be modified as set out in a revised Order issued by Savanna and accepted by both parties.
7. **Independent Contractor.** Supplier shall provide the Work as an independent contractor and nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. Supplier is solely responsible for all persons employed by, contracted by, subcontracted through or engaged by Supplier ("**Supplier Personnel**") in its performance under the Order and Savanna shall have no responsibility or liability for workers compensation, disability, life insurance coverage or medical, health or dental benefits for Supplier Personnel. Supplier shall have no authority to represent or bind Savanna. Savanna is free to deal with any other Supplier during the term of this Order. Savanna shall have no direction or control over Supplier or Supplier Personnel, except in the results to be obtained.
8. **Time of Performance.** Supplier covenants to complete any Services by the date specified in the Order and properly deliver any Goods on the delivery date and to the delivery site specified in the Order or as otherwise directed by Savanna. Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and shall be entitled to terminate the Order without liability if the specified delivery or completion date is not met. Supplier shall immediately notify Savanna in the event it anticipates any delay in the completion of the Work and take at Supplier's sole cost and expense all necessary actions to mitigate such delay as approved by Savanna, including without limit, shipment via expedited routing and carrier. Supplier's liability to Savanna for failure to meet the delivery schedule set forth in the Order may include the payment by Supplier of liquidated damages as set forth in the Order, as a genuine pre-estimate of damages and not as a penalty.
9. **Quality Assurance.** Work furnished under the Order shall be subject to inspection and/or testing by Savanna or its authorized representatives at all reasonable times during manufacture of the Goods or performance of the Services for verification of quality and to make certain it conforms with the requirements of the Order. Savanna shall be allowed reasonable access to Supplier's facilities for such purposes. Nothing herein obligates Savanna to engage in any inspection or testing, and neither Savanna's inspection nor failure to inspect or reject shall relieve Supplier of any of its representations, warranties, covenants or obligations under the Order. Supplier shall not charge Savanna for time or other costs and expenses in connection with inspection or testing. In the event that Savanna advises that any Work is not in conformity with the Order requirements, Supplier shall immediately rectify the defective Work at Supplier's sole cost and expense, including the costs of reinspection and schedule impact.
10. **Title.** Supplier shall provide full and unrestricted title to Savanna for Work provided, free and clear of any and all liens, charges, restrictions, reservations, security interests and encumbrances. Title to Goods or part thereof shall be vested in Savanna upon the first to occur of: (a) dispatch of the Goods to the delivery site; and (b) payment by Savanna for such Goods, or part thereof, subject to the Savanna's right to refuse non-conforming Goods and its holdback rights under these Terms. Notwithstanding the above, Supplier shall bear all risk of loss or damage to Work until receipt of delivery and acceptance of Work is completed by Savanna. Supplier does not have any right to withhold the Work from agreed delivery.
11. **Delivery of Goods.** Except as otherwise specifically agreed in the Order, Supplier shall, at its own cost (a) be responsible for delivering all Goods to the delivery site(s) specified in the Order; (b) secure and package all Goods so as to prevent loss, damage or deterioration during loading, transportation and off-loading; (c) arrange for off-loading (if applicable) of all shipments of Goods at the delivery sites(s); (d) include Savanna's name and Order number on all transportation papers and packing lists; (e) include a complete packing slip with each shipment of Goods; (f) advise Savanna of the name of the carrier, waybill or pro number, truck or rail car number, date and place of origin of every shipment of Goods; and (g) comply with



SAVANNA DRILLING CORP. PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES

Applicable Law regarding the handling and transportation of Goods. If Goods have been dismantled for transport, Supplier shall, mark and code all components disassembled for easy reassembly by Savanna at the delivery site.

12. Acceptance of Goods. All Work shall be subject to final inspection and acceptance by Savanna at the delivery site and Savanna shall have the right to reject Work which does not meet the standards required under this Order. Without limiting any other rights Savanna may have, after rejecting such Work, and at Savanna's option, Savanna may: (a) return the Goods to the Supplier, at Supplier's sole cost and expense; (b) hold the Goods at Supplier's sole cost and expense; (c) elect to accept the Work at a reduced Price, determined by Purchaser, acting reasonably; (d) require the Supplier to promptly replace the Goods or correct the Services at Supplier's sole cost and expense; or (e) require the Supplier to provide on-site technical assistance and corrective action to ensure the Goods or Services are in compliance with the Order, at the Supplier's sole cost and expense. Supplier shall promptly refund any payments of the price made for Goods or Services provided and rejected by the Savanna. Acceptance of any Work will not alter or affect the warranties herein.

13. Performance. Supplier shall provide the Work with due diligence and care and in a good, safe, prudent and workmanlike manner in accordance with the best practices and standards of workmanship prevalent in the field or discipline. Supplier shall, at Supplier's sole cost and expense: (a) secure and maintain all necessary permits, certificates, licenses or another authorizations required to provide the Work; (b) perform all labour and furnish all materials, supplies, tools and equipment necessary to provide the Work; (c) employ or subcontract properly licensed, skilled, experienced, qualified and competent personnel to perform the Services and, upon the Savanna's request, remove any Supplier Personnel from the performance of the Services; (d) ensure that all equipment used in the provision of the Services is safe, in good working order, suitable for the purposes for which it is used and conforms to all Applicable Law (as defined below) and standards specified by Savanna; and (e) provide Savanna with a copy of all test results, records, and other data generated in connection with the Work.

14. Compliance. In the provision of the Work, Supplier shall and shall ensure that its agents, manufacturers, suppliers, subcontractors of any tier and all Supplier Personnel: (a) strictly comply with all applicable laws, orders, rules, regulations, standards, codes and bylaws imposed or issued by any federal, provincial, municipal or local government having jurisdiction over the parties or the Work, including without limit, laws governing workers compensation, occupational health and safety, transportation and handling of hazardous goods and environmental protection ("**Applicable Law**"); and (b) strictly comply with all applicable health, safety, business, environmental or security policies and procedures of Savanna or any Operator ("**Policies**"), including without limit, Total Energy Services Inc.'s *Code of Business Conduct* <http://www.savannaenergy.com/wp-content/uploads/2018/09/2018-01-01-Code-of-Business-Conduct-Cover-Letter.pdf>, Total Energy Service Inc.'s *Whistleblower Policy* <http://www.totalenergy.ca/about-us/corporate-policies/> and the current fitness for work/substance abuse policies of either.

15. Services at a Worksite. With respect to all Services to be provided at a Savanna or Operator worksite, Supplier accepts the worksite and acknowledges that prior to commencing any Services it will have investigated and satisfied itself as to the location and condition of the worksite, including accessibility, general character, surface conditions, environmental risks, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions. Any failure by Supplier to discover such matters related to the worksite which affect or could affect the Services shall not relieve Supplier of its obligations under this Order. In performing the Services, Supplier agrees that it will cause the least possible interference with Savanna's operations and that it will conduct its operations in such a manner as to prevent pollution and contamination. Supplier shall not permit any materials or waste to be discharged or escape from its equipment or any facility or remain at the worksite and shall at its sole cost and expense clean up any such pollution or contamination. Supplier take all necessary precautions to prevent personal injury, loss or damage to property, harm to the environment or infringement of any third party rights in connection with the performance of the Services and shall provide and maintain all necessary signs, signals, crossings and other precautions that may be necessary for the safety, convenience and protection of all persons in connection with the Services.

16. Incident Reporting. Supplier shall notify Savanna immediately of any incident or accident (including, without limit, spills) in connection with the provision of Services and confirm such notice in writing within 24 hours. Supplier shall comply with Savanna or Operator's investigation and provide to Savanna all copies of accident reports and non-privileged investigation materials produced in Supplier's investigation.

17. Warranty. In addition to any other express or implied warranties, Supplier warrants that the Work (a) will be free and clear of all liens and charges; (b) will strictly conform to the specifications described in the Order; (c) will conform with Applicable Law; (d) will not infringe any patent, license, trademark, copyright, trade secret or intellectual property rights of similar nature which have been issued or are pending; (e) for Services, will be free of defects and performed with the skill, care and diligence of a prudent and experienced service provider in accordance with the best practices and standards of workmanship prevalent in the field or discipline; and (f) for Goods, (i) will be of merchantable quality, safe and fit for the purpose(s) intended; (ii) will be new, except as specifically otherwise provided in the Order, in which case, the Goods are not of such age or so deteriorated as to impair their usefulness or safety; (iii) are authentic items and materials and not counterfeit; and (iv) will be of good material and workmanship and free from all defects (including latent defects), including, without limit, those of of design, material, quality and title. Supplier's warranties shall apply to Goods for a period that is the later of 18 months following delivery and 12 months from the date upon which Goods are placed into regular use, and to Services for a period that is 12 months from the date of completion of Services (each, as applicable, the "**Warranty Period**"). Supplier shall be responsible, at its sole cost and expense and at Savanna's option, for the prompt correction, repair, or replacement of Work that within the applicable Warranty Period is found to have any defect, error, nonconformity, omission, deficiency or breach of warranty, and for all costs related thereto including without limit, transportation, duties, assembly, removal, disassembly, dismantling, packaging, reassembly, reinstallation and recalibration. If Supplier delays or fails in so rectifying Savanna may, at is option: (a) rectify the defect, deficiency or cause of the failure at Supplier's sole cost and expense; or (b) reject defective Goods and return same to Supplier, at Supplier's sole cost and expense, for a full refund. Any repair or replacement shall be warranted in accordance with the warranty set forth above for a further 12 months from the Savanna's acceptance of such repair or replacement. In addition, the warranty shall be extended by a period equal to the period during which the Goods cannot be used by reason of the repair or replacement. Without prejudice to Savanna's rights and Supplier's obligations hereunder, Supplier shall obtain from its manufacturers, suppliers and subcontractors of any tier, for the direct benefit of both Supplier and Savanna, such warranties as are normally offered by such manufacturers, suppliers and subcontractors in connection with any Work supplied by them. Supplier shall give Savanna all reasonable assistance as Savanna may require to enforce such warranties.



SAVANNA DRILLING CORP. PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES

18. Items furnished by Savanna. Any items to be furnished by Savanna shall be specifically identified in the Order and are provided to Supplier on an "as is" basis with no warranty of performance and at the sole risk and liability of Supplier to ensure that such items are fit for the use intended and in proper working order. Supplier shall be liable to and defend, indemnify release and hold harmless Savanna from and against all Claims (as defined below) arising out of Supplier's use or storage of any items furnished by Savanna. Supplier agrees to use any equipment provided by Savanna in accordance with industry standard operating procedures, in compliance with Applicable Law and to return the equipment to the Savanna in working condition, reasonable oilfield wear and tear excepted.

19. Supplier Rental Equipment. Notwithstanding any provision herein to the contrary, title to any rental equipment provided by Supplier shall remain with Supplier. Supplier shall at its cost deliver all equipment rented by Savanna to the delivery site designated by Savanna unless otherwise agreed by Savanna in writing. Supplier represents that it has fully inspected all rental equipment prior to delivery and warrants that it is in good condition and repair, free from defects and fit for its intended use by Savanna. Supplier shall promptly rectify and defect by promptly repairing or replacing the equipment and shall not be entitled to any compensation for defective equipment. Savanna agrees to use the rental equipment in accordance with industry standard operating procedures, in compliance with Applicable Law and to return the equipment to the Supplier in working condition, reasonable oilfield wear and tear excepted. In the event a separate rental agreement is signed between the parties, these Terms shall take precedence to the extent of any conflict between the agreements.

20. Suspension. Savanna, by notice to Supplier, may at any time require Supplier to suspend the performance of an Order or any portion thereof (the "**Suspended Work**"). Upon receiving such notice, Supplier shall discontinue the Suspended Work and act in such a way as to minimize any costs resulting from the suspension and protect all goods, materials, supplies and equipment relating to the Suspended Work. Savanna shall not be liable for any: (a) resultant costs to Supplier unless those costs have been communicated to Savanna within 2 days of Supplier's receipt of notice of the Suspended Work and approved by Savanna acting reasonably; or (b) damages or loss of profits whatsoever arising from or related to the Suspended Work. Supplier shall continue to perform all Work which is not Suspended Work. Savanna may at any time require Supplier to resume the Suspended Work or any portion thereof, by giving reasonable notice of the same.

21. Termination for Convenience. The Order may be terminated in whole or in part by Savanna for convenience upon written notice to the Supplier, in which case Savanna's sole responsibility to Supplier shall be to pay for any Work delivered in a satisfactory manner prior to the termination of the Order and any payments on termination specifically provided for in the Order. In no event shall Supplier be entitled to damages or loss of profit on any termination for convenience or cause.

22. Termination for Cause. Savanna may terminate this Order in whole or in part immediately and without liability in the event Supplier: (a) becomes insolvent or makes an assignment on behalf of creditors or is the debtor named in bankruptcy, receivership or similar proceedings; (b) is in material breach of the performance of obligations under the Order and fails to correct such non-performance within 5 days of receipt of written notice of default from Savanna describing the default; or (c) materially violates any Applicable Law or Policies. In such event, Savanna shall have the right to complete any Work not completed at the time of termination, including without limit, purchase of substitute Goods and Services, and Supplier shall be liable to Savanna for any increase in overall costs and expenses incurred by Savanna in doing so. If so required by Savanna, Supplier shall make delivery as specified in the Order and to the extent possible considering Goods completed or partially completed at the date of notice of termination. Savanna reserves the right to take ownership of the Goods, or any part thereof, and all raw materials and parts connected therewith to enable Savanna to complete the fabrication/manufacture of the Goods. Savanna shall pay Supplier all amounts due and not previously paid to Supplier for Work properly completed in accordance with the Order prior to such termination, provided that no such adjustment shall be made in favour of the Supplier with respect to any Goods which are Supplier's standard stock, and further provided that nothing herein shall require Savanna to pay for any Goods, completed or otherwise in production, of which it does not wish to purchase or take ownership.

23. Force Majeure. Neither party shall be liable to the other hereunder for any delay or non-performance caused by or resulting from conditions or causes of any kind beyond the reasonable control of the declaring party and which such declaring party could not have prevented through the exercise of reasonable diligence (a "**Force Majeure Event**"), provided that the liabilities and payment obligations assumed herein prior to the declaration shall not be affected. Notwithstanding the above, if a Force Majeure Event prevents Supplier from carrying out its obligations under this Order, Savanna may terminate this Order immediately, in whole or in part, by giving written notice to Supplier.

24. Price and Payment. All fees, prices and other charges for Supplier's provision of the Work shall be as specified in the Order. Unless otherwise specified as in the Order, the Price includes all packaging, transportation costs to the delivery site, insurance, customs duties and fees and applicable Taxes (as defined below). Price shall not be subject to escalation resulting from changes in taxes, duties, surcharges or otherwise. Savanna shall have no obligation to pay any invoice received later than 120 days after completion of the Work and Supplier waives any and all Claims against Savanna for such amounts. Supplier shall provide detailed invoices via agreed means of delivery promptly after completion of the relevant Services or delivery of the relevant Goods. Each invoice must contain: (a) the Supplier's name and address; (b) Savanna's name and address; (c) the issue date of the invoice and individual invoice number; (d) the Order number; (e) the Order item number for each item invoiced; (f) the quantity of each item invoiced; and (g) a description of each item invoiced, including tag/equipment number or commodity code, where applicable, with reference to payment terms and/or other special terms in the Order. Failure to comply with the above invoicing instructions and any other invoicing instructions provided with the Order may delay or prevent payment to Supplier. Savanna shall use reasonable efforts to pay properly invoiced amounts within 60 days of receipt, subject to its rights herein to withhold and setoff. The final payment for the Work shall not relieve Supplier of liability for non-conforming Work. Acceptance of final payment by Supplier shall constitute a waiver of any and all claims of Supplier Group (as defined below) against Savanna.

25. Holdbacks. Without liability for interest, Savanna may (a) withhold from payment to Supplier any amount disputed in good faith and/or (b) set-off against or deduct from any payment due to Supplier hereunder the full amount of any sums owed by Supplier for any reason to Savanna.

26. Taxes. Supplier shall be solely liable for and shall pay when due all taxes, duties, tariffs and assessments (including any penalties and interest thereon) ("**Taxes**") whatsoever imposed or levied in respect of the Work, other than sales and value added tax required by law to be paid by Savanna, which shall be listed as separate line items on Supplier's invoice and for which Supplier agrees to provide Savanna with any documents that Savanna may require to claim all input tax credits/reimbursements. Supplier shall be liable to and shall defend, indemnify, release and hold harmless Savanna from and



SAVANNA DRILLING CORP. PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES

against all Claims (as defined below) that may be brought against or suffered by Savanna relating to any such Taxes for which Supplier is responsible.

27. Liens. Supplier shall promptly pay all amounts due for labour, materials, equipment, parts, tools, supplies and services used in connection with the Work and shall not permit any lien or charge to be placed on or against any property of Savanna or Operator, and if any lien or charge is so placed, shall at Supplier's sole cost and expense cause the immediate release and discharge of same. Should Supplier fail to remove any lien or charge in a timely manner, Savanna shall have the right but not the obligation to settle such claim and discharge any lien as it deems appropriate, and all costs and expenses associated with such actions shall be borne by Supplier. Upon completion of the Work, Supplier shall provide Savanna a final release of all liens and charges in a form acceptable to Savanna and effective upon release of Savanna's final payment, failing which, Supplier agrees to be liable to and defend, indemnify, release and hold harmless Savanna from and against any Claims arising out of or in connection with such liens or charges.

28. Audit. Savanna shall have the right, at any reasonable time before and within 3 years after the date of completion of the Work (or such longer period as may be required pursuant to any applicable Operator agreement), to audit Supplier's accounts and records as required to verify any billing, charge or fee regarding the Order and compliance with the Order. Supplier shall maintain accurate and complete accounts and records in accordance with generally accepted accounting principles and shall preserve such accounts and records until such time as any claims and discrepancies are resolved, or such longer period as maybe required by Applicable Law. Supplier shall immediately pay Savanna any amounts Savanna overpaid. Supplier shall ensure that all of its subcontractors of any tier provide Savanna with similar rights of audit.

29. Liability and Indemnity. (a) Supplier shall be liable to and shall defend, indemnify, release and hold harmless Savanna, its affiliates and contractors of any tier (other than Supplier) and the directors, officers, employees, representatives, agents, invitees and consultants of each of the foregoing (collectively with Savanna, the "**Savanna Group**") from and against all awards, causes of action, claims, costs, expenses, damages, demands, judgments, liabilities and losses of any character, kind and nature including, without limit, reasonable attorney's fees, court costs, fines, penalties and remedial obligations (collectively, "**Claims**") arising in any way whatsoever out of the Work, including without limit in relation to (i) the death or personal injury of any person (ii) loss, destruction or damage to property and (iii) pollution, hazardous materials, environmental damage or similar matter of any kind, including control and removal thereof, that may be asserted or brought against any member of the Savanna Group by a third party (including without limit, a third party Operator), or incurred or suffered by the Savanna Group in respect of, or arising in any way whatsoever, out of the acts or omissions of, or performance or non-performance of Supplier's obligations under this Order by any member of Supplier, its affiliates and subcontractors of any tier and the directors, officers, employees, representatives, agents, invitees and consultants of each of the foregoing (collectively, with Supplier, the "**Supplier Group**"). (b) At Savanna's request, Supplier shall defend any action brought against Savanna and Supplier, or either of them, on account of any Claim in respect of which Savanna is indemnified by Supplier under this Order, and shall pay any judgment obtained in such action, provided that Savanna may participate in the defence of any action to which it is a party without relieving Supplier from its obligations hereunder. Immediately upon receiving notice of any such action brought against it, Supplier shall deliver to Savanna full particulars thereof. (c) Neither party shall be liable to the other for any lost profit, lost revenue, lost business opportunity or any indirect or consequential damages and each party hereby waives and release the other party from any Claims for such damages.

30. Insurance. Supplier, at its sole cost and expense, shall carry and maintain with insurance carrier acceptable to Savanna, at least the minimum insurance coverage required by the Operator and the following minimum insurance types and amounts: (a) Comprehensive General Liability insurance having a limit of \$2,000,000 per occurrence (or such greater limit as may be specified in the Order), for bodily injury, death, and property damage, including products liability, completed operations, tortious liability, contractor's protective liability and contractual liability coverage; (b) any other insurance that may be specified in this Order; and (c) any other insurance required by Applicable Law. If the Supplier is providing Services, then it shall also carry (d) Automobile Liability covering all motor vehicles used in the provision of the Services having a limit of not less than \$2,000,000 per occurrence; (e) Workers' Compensation in accordance with the statutory requirements of the province in which the Services are performed; (f) Contingent Employer's Liability covering all personnel performing the Services having a limit of not less than \$1,000,000 per occurrence; and (g) Excess/Umbrella Liability with limits of \$3,000,000 per occurrence. All such insurance coverage and policies shall: (i) be considered primary and not excess to any insurance carried by Savanna; (ii) to the maximum extent permitted by law shall be endorsed to provide a waiver of subrogation rights which the insurers might have against the Savanna Group and the applicable Operators to the extent of Supplier's release and indemnification obligations; (iii) be endorsed to name the Savanna Group and the applicable Operators as additional insureds; and (iv) contain a clause providing Supplier notice in writing at least 30 days prior to any change in or reduction of coverage. Supplier shall immediately provide Savanna with a copy of any such notice that it may receive. Lawyer's fees and costs shall be in addition to the policy limits set forth above. Supplier is responsible for payment of all deductibles, self-insured retentions and/or similar charges for the coverage required herein. Supplier shall provide to Savanna a certificate of insurance as evidence that the insurance required hereunder is in place prior to the commencement of Work and upon request by Savanna. Supplier shall also ensure that all of its agents and subcontractors of any tier maintain insurance providing the same insurance coverage and subject to the same terms and conditions applicable to the Supplier under this provision. Supplier's compliance with the insurance provisions herein shall not constitute a limitation of Supplier's liability hereunder or in any way modify Supplier's indemnification obligations.

31. Confidential Information. All information relating to Savanna's or an Operator's business, including without limit, technical, commercial or financial information relating to operations, pricing, equipment, work processes, plans, specifications, designs, technologies or otherwise that the Supplier may obtain in connection with the Work or this Order shall be deemed to be confidential and is proprietary to Savanna. Supplier agrees to maintain such information in strict confidence, not to release or grant access to any such information to any third party without Savanna's prior written consent and to only use such information to the extent required to fulfill its obligations under this Order. Additionally, Supplier agrees that all information developed for Savanna in connection with the Services under this Order is proprietary to Savanna and shall be similarly held in confidence and not disclosed to any third party or used by or for the benefit of any third party without Savanna's prior written consent. Supplier shall be liable for any breach of this section by any Supplier Personnel. Notwithstanding any other provision of this Section, if any such confidential information is required to be released by Applicable Law, Supplier may release such information provided it gives reasonable prior notice to Savanna to enable Savanna to obtain a protective order. Information that at the time of disclosure was available to the public other than as a result of improper disclosure, or



information that was already in the possession of Supplier on a lawful basis, as evidenced by its written records, and information which legally becomes available to Supplier on a non-confidential basis from a source other than Savanna shall not be considered to be confidential. Upon any request by Savanna, or upon termination of this Order, all plans, data, specifications, reports, estimates working papers and such other information and materials as may have accumulated shall be returned to Savanna in the manner and to the extent determined by Savanna, provided that Supplier obligations of confidentiality shall continue notwithstanding any return. Savanna shall be entitled to injunctive relief for any violation of this Section, without the need of posting any bond or security. Upon request of Savanna, Supplier shall, and shall require its subcontractors of any tier to enter into a confidentiality agreement acceptable to Savanna.

32. Intellectual Property and Infringement. (a) Supplier represents and warrants to Savanna that the Work and all materials, equipment, supplies and processes used or created by Supplier in the performance of the Order do not infringe any patent, license, trademark, copyright, trade secret or intellectual property rights of similar nature which have been issued or are pending. Supplier shall be liable to and shall defend, indemnify, release and hold harmless the Savanna Group from and against all Claims arising out of any alleged infringements of any intellectual property rights in connection with the Work provided hereunder. If Savanna is prevented from using the Work because of any claim regarding Supplier's infringement, Supplier shall at its own expense promptly obtain consent for Savanna to use the Work or replace the infringing Work with substantially equal but not-infringing Work. (b) All original Work developed by Supplier under this Order, including without limit, drawings, specification and maintenance publications, shall be Savanna's property, shall be assigned Savanna or its designee, and may be used or transferred by Savanna in any manner it deems appropriate. Work product shall be turned over to Savanna upon request or upon completion or any termination of the Services. (c) With respect to any pre-existing intellectual property rights of Supplier in the Work, Supplier grants to Savanna and its affiliates (and its and their agents, joint venturers and any Operator) a fully sub-licensable worldwide, irrevocable, perpetual, and royalty-free licence to use, copy, modify, reproduce and create derivative works for the purpose of the use, construction, maintenance, repair, operation or replacement of the Work.

33. Privacy. If either party collects, uses, and/or discloses personal information of any personnel of the other party, they agree to do so only to the extent required for reasonable business purposes, and only to the extent permitted by and in accordance with applicable privacy legislation.

34. Information Security. Supplier shall establish and comply with Policies and Applicable Law for the protection of Savanna information, confidential information and personal information (collectively "**Sensitive Information**"). Supplier agrees to preserve the confidentiality, integrity and accessibility of Sensitive Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices for data protection. Supplier shall notify Savanna of any act of security breach, physical or logical, committed by or against Supplier within 24 hours of discovery. In the event of a breach of any of Supplier's security obligations, or other event requiring notification under applicable law, Supplier agrees to assume responsibility for informing all such individuals in accordance with applicable law. Supplier shall be liable to and shall defend, indemnify, release and hold harmless Savanna Group and Operator from and against any Claim related to such notification event.

35. Cumulative. The rights and remedies herein reserved to Savanna shall be cumulative and additional to any other or further rights and remedies provided in law or equity.

36. Assignment. Supplier shall not assign or subcontract any portion of this Order without the prior consent of Savanna, which consent may be withheld in its sole discretion. Such consent shall not relieve Supplier from responsibility to Savanna for the conduct and work of all Supplier's subcontractors of any tier and assignees. Savanna may freely assign this Order to an Affiliate of Savanna. This Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

37. Subcontracting. Supplier may not subcontract any part of the Work without Savanna's prior written consent. Supplier shall be liable and responsible for the actions of its subcontractors of any tier, and shall ensure that they provide the same indemnity and insurance protection to Savanna as Supplier is required to provide to Savanna under this Order.

38. Publicity. Supplier shall make no publicity releases or announcements concerning the Order or participation with respect to the Order, and shall not make any use of the Savanna logo without the prior written consent of Savanna.

39. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and delivered to the contact information set forth in the Order either personally or by overnight courier, facsimile or email.

40. Survival. All representations and warranties, and all indemnity, audit, confidentiality, compliance with laws and privacy provisions contained in this Order, and all other provisions which by their nature are intended to survive after the termination of this Order, shall survive the termination of this Order.

41. Severability. If any term or provision of this Order is invalid, illegal or unenforceable, the remainder shall not be affected. Any rule of construction to the effect that any ambiguity is to be resolved against drafting party shall not be applicable in the interpretation of this Order.

42. Waiver. No waiver by Savanna of any of the provisions of this Order is effective unless explicitly set forth in writing and signed by Savanna. No course of dealing, custom, practice or failure to insist on strict performance between the parties shall operate as a waiver or estoppel of any rights, power or remedies.

43. Choice of Law. All matters arising out of or relating to this Order are governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada, excluding any choice or conflict of law principle that would refer to the laws of another jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of the Province of Alberta. The parties agree that the Order is not subject to nor shall be interpreted in accordance with the United Nations Convention on Contracts for the International Sale of Goods.

-end-