

EXHIBIT - INFORMATION SYSTEMS ACCESS AGREEMENT

The parties to this Agreement, Company as defined in Agreement ("ConocoPhillips") and _____ ("Accessing Party"), have determined that Accessing Party requires access to ConocoPhillips' intellectual property and information systems ("ConocoPhillips Systems") and computer networks ("ConocoPhillips Networks") owned or operated by ConocoPhillips or its affiliates and subsidiaries in connection with services to be provided by Accessing Party. In consideration of such access, the parties agree to the following terms and conditions:

1. For the limited purpose of this Information Systems Access Agreement (the "Agreement"), the following definitions shall apply:

a. "Accessing Party" shall include employees as well as individual agents and subcontractors contracted directly by Accessing Party. Accessing Party will maintain a current list of individuals accessing the Systems or Networks and will provide this list to ConocoPhillips upon request. Availability of the Systems and Networks will be under the sole control of ConocoPhillips.

b. "Network" shall mean facilities and services that allow the transmission of data and information, including vendor-provided circuits, microwave and radio systems, satellite facilities, local area networks, wide area networks, and fiber optic systems.

c. "System" shall mean a collection of electro-mechanical devices that work together to store, retrieve and manipulate data and information under control of a program and includes computers known as mainframe computers, host computers, control systems, mini-computers, distributed computer environments, personal computers, workstations, and personal digital assistants.

2. Schedule A, attached hereto and incorporated herein, designates the portions of the ConocoPhillips Systems to which Accessing Party shall have access. ConocoPhillips reserves the right to deny any individual access to the ConocoPhillips Systems at any time. Accessing Party will ensure compliance with ConocoPhillips procedures for accessing and using the Systems. Further, Accessing Party is responsible for preventing the access of non-designated systems, including third-party systems, as well as preventing the improper access or use of the Systems. If necessary, ConocoPhillips will provide passwords or other means necessary to permit access to the Systems. At ConocoPhillips' request, Accessing Party will return any devices provided by ConocoPhillips that permit access to ConocoPhillips Systems and will provide a written certification stating that all passwords or other directions for accessing the Systems have been deleted and/or destroyed. ConocoPhillips reserves the right to change its policies and procedures for accessing the Systems at any time. Accessing Party expressly permits ConocoPhillips to monitor and record its use of the ConocoPhillips Networks and Systems. Accessing Party expressly acknowledges no expectation of privacy while accessing ConocoPhillips Networks and Systems.

3. Prior to the grant of access to its Networks or Systems, ConocoPhillips may require Accessing Party to implement security control procedures. ConocoPhillips will have the right to audit Accessing Party to ensure compliance with the designated procedures upon provision of at least forty-eight (48) hours prior written notice. Compliance with the prescribed procedures does not relieve Accessing Party from any liability or obligation arising under this Agreement. If Accessing Party has computer hardware, including but not limited to personal computers or data storage devices, on a ConocoPhillips location, ConocoPhillips may access such hardware at any time to audit compliance with this Section 3.

4. Any information or data relating to the ConocoPhillips Networks or Systems to which the Accessing Party may have access is proprietary and confidential to ConocoPhillips ("Confidential Information"). "Confidential Information" includes third-party software, information and data licensed to ConocoPhillips as well as ConocoPhillips proprietary software made available to Accessing Party in connection with this Agreement. Accessing Party will keep confidential and will not disclose any Confidential Information to any third party without the prior written consent of ConocoPhillips. Confidential Information shall be used by Accessing Party according to any terms, obligations, or restrictions pertaining to such Confidential Information and solely for legitimate business purposes in furtherance of Accessing Party's business relationship with ConocoPhillips.

5. All information, data and documentation Accessing Party either obtains from ConocoPhillips or creates during the course of the use of the ConocoPhillips Networks and Systems will be and will remain the property of ConocoPhillips. Accessing Party will not copy any such information except as may be necessary to carry out the purpose for which access to the ConocoPhillips Networks and Systems has been granted. Accessing Party will return any such copies to ConocoPhillips upon completion of its services.

6. No rights, ownership, or licenses to any ConocoPhillips copyrights, patents, trade secrets, or other intellectual property rights are granted hereunder. In no event will Accessing Party copy, download, modify, reverse engineer, decompile, disassemble, or create derivative works of any data or software programs contained in the ConocoPhillips Systems without the prior written consent of ConocoPhillips. Accessing Party will comply with all on-line banners used in connection with the ConocoPhillips Networks and Systems.

7. To the extent permitted by law, Accessing Party shall indemnify, defend, and hold ConocoPhillips harmless against all claims, liabilities (including reasonable attorney fees), damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract, violations of law or infringement of intellectual or proprietary property rights by Accessing Party, or Accessing Party's employees, agents, subcontractors, or assigns in the performance of this Agreement or the use of the ConocoPhillips Networks or Systems. This indemnity will not apply where the sole cause of the claim, liability, damage, loss, or expense is the willful misconduct or negligence of ConocoPhillips.

8. Accessing Party shall be liable for any damage resulting from the introduction of malicious code by Accessing Party, either intentionally or as a result of gross negligence, onto the ConocoPhillips Networks or Systems. The failure to utilize a current anti-virus program is a non-limiting example of gross negligence. ConocoPhillips shall be required to demonstrate that the damage was a result of Accessing Party's actions. Malicious code includes, without limitation, any undocumented or hidden functionality or performance capability contained within electronic files or software, which is contrary to the purpose of this Agreement. Notwithstanding the foregoing, neither party will be liable for any consequential, indirect, special, or loss and/or damages (punitive or otherwise) arising out of this Agreement.

9. CONOCOPHILLIPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY with respect to the ConocoPhillips Networks or Systems or the equipment referenced in Section 10. Any loss or damage occurring to Accessing Party arising from the use of Networks or Systems will be the sole responsibility of Accessing Party. Further, ConocoPhillips will not be liable to Accessing Party for any loss or corruption of Accessing Party data stored in or transmitted through Systems; for any incorrect results obtained by using Systems; for any interruption of access or use of Systems for whatever reason; for access of any Accessing Party data by third parties; or for toll fraud in accessing, using, or egressing Systems.

10. ConocoPhillips will have the right to enter Accessing Party locations to install, operate, inspect, or remove any equipment that may be necessary to effect the purpose of this Agreement. Such equipment will remain the property of ConocoPhillips. Upon termination of this Agreement and written request from ConocoPhillips, Accessing Party will immediately return the equipment to ConocoPhillips. Accessing Party assumes all risks and liability for property damage or Personal Injury that may arise from the installation, operation, or use of the equipment.

11. Upon request, Accessing Party must provide proof of a valid license for all software used on or in connection with the Networks and Systems by or on behalf of Accessing Party.

12. This Agreement will be effective as of the date of full execution by the parties. Either party may terminate this Agreement by providing a written notice to the other party, and termination will be effective fifteen (15) days after receipt thereof. Notwithstanding the foregoing, any breach of this Agreement by either party will entitle the other party to terminate this Agreement immediately without prejudice to its rights or remedies available at law or in equity. Further, ConocoPhillips may immediately terminate this Agreement if Accessing Party accesses any System or database not designated in Schedule A. Upon termination of this Agreement, Accessing Party will cease all

attempts to access the Networks and Systems. Section 4 will survive any termination of this Agreement.

13. The interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Norway.

All disputes in connection with this Agreement shall be settled by arbitration in Stavanger, Norway. The parties shall nominate jointly an arbitration court consisting of three members of which at least one shall be a lawyer. If the parties have not agreed on the nomination of arbitrators within fourteen days after a written demand for arbitration was made by one of the parties, the Chief Justice of the City Court in Stavanger shall at the request of either party nominate the arbitrators and appoint a chairman. The award shall be in writing and shall be final and binding on the parties, and judgment with respect thereto may be entered in any court having jurisdiction for judicial acceptance and/or an order of enforcement, as the case may be. The arbitration shall be conducted in the English language and in accordance with the Act relating to Arbitration, 14 May 2004 no. 25 as amended, or any statutory modification thereof for the time being in force.

14. This Agreement may not be assigned without the prior written consent of ConocoPhillips.

15. Nothing in this Agreement will be construed to constitute Accessing Party or any of its employees as an employee, agent, joint venturer, or partner of ConocoPhillips.

16. This Agreement is between Accessing Party and ConocoPhillips and does not extend to Accessing Party affiliates, subsidiaries, partnerships, or joint ventures. Further, the Agreement extends only to those subcontractors performing on behalf of Accessing Party who fall within the definition of "Accessing Party" in Section 1.a. Other subcontractors must sign an Access Agreement prior to accessing the Networks or Systems.

17. If any provision of this Agreement is determined to be void or unenforceable, such finding shall not render other provisions void or unenforceable.

18. With regard to access of the ConocoPhillips Networks and Systems, this Agreement embodies the entire understanding between ConocoPhillips and Accessing Party and there are no contracts, agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, which are not merged herein. Amendments to this Agreement may be made only in a writing signed by both parties.

19. Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile of a signature shall be accepted as an original thereof.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorised representatives.

ConocoPhillips

Accessing Party: _____

By: _____
printed name

By: _____
printed name

signature

signature

Title: _____

Title: _____

Date: _____

Date: _____

ConocoPhillips Sponsor : _____

Sponsor's responsibility and instructions for completing the form may be found in the instructions located in the Forms section on the GIPA website.

Changes to this agreement must be coordinated with GIPA and approved by ConocoPhillips Legal.

Send completed form to:

Mary Friedman,
Global Information Protection & Assurance
ConocoPhillips
426C IC
Bartlesville, OK. 74004

Schedule A

Indicate below each System that will be accessed pursuant to this Agreement. When appropriate, complete the Detailed System Description section by providing node names and other System characteristics necessary to adequately identify the resources requiring access. This Schedule will be effective when approved by ConocoPhillips as indicated by the signature of an authorised ConocoPhillips representative.

- Electronic mail
- ConocoPhillips Intranet
- Internet through ConocoPhillips facilities
- File and print services
- IBM mainframe
- Upstream Business Systems
- Commercial Business Systems
- Downstream Business Systems
- Corporate Business Systems
- Other

Detailed System Description: