

**GENERAL TERMS AND CONDITIONS - RENTALS, SERVICES OR SALES**

These General Terms and Conditions ("General Terms") along with the proposal, work order, field ticket, delivery ticket, notes to pricing, contract or invoice referencing these General Terms or to which these General Terms are attached ("Order Document") set forth the agreement between **STALLION INFRASTRUCTURE SERVICES, LTD.** ("Stallion") and the customer ("Customer") identified in the Order Document, relating to Stallion providing to Customer (i) products, materials, supplies, machinery, parts, tools or equipment ("Equipment"), (ii) services ("Services"), (iii) rental of Equipment ("Rental"), (iv) or sales of Equipment ("Sales"). All Equipment, Services, Rental and Sales are referred to collectively as "Work". Stallion's acceptance of the Order Document and performance of the Work is expressly conditioned upon Customer's assent to, and all Work will be only in accordance with, these General Terms, notwithstanding different or additional terms and conditions contained on any of Customer's forms, which are hereby objected to and rejected, and which will not be binding on Stallion. Further, in the event that Stallion signs and returns an acknowledgement copy of a Customer work order, purchase order, service agreement, lease, rental agreement or similar document relating to Stallion providing Work to Customer, the Customer agrees that Stallion's signature thereon is provided solely (i) as an accommodation to Customer for Customer's internal administrative purposes only, (ii) does not signify Stallion agreement to any terms or conditions contained therein which vary, conflict with, or impose additional obligations to the provisions set forth in these General Terms and (iii) shall be void and of no force or effect and shall not alter, modify, amend or otherwise change the terms of these General Terms. The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. **Notwithstanding the foregoing, if Stallion and Customer have a fully executed, unexpired and valid Master Service Agreement or other agreement in place that governs their relationship with respect to Work between Stallion and Customer, then these General Terms shall not apply and will be of no force or effect.**

**1. Prices.**

A. Customer agrees to pay Stallion for the Work ordered in accordance with the prices set forth in the Order Document, or if not specified then the Stallion price schedule prevailing on the date of (i) delivery of Equipment made the subject of the Sale or Rental, or (ii) performance of the Services. All prices and rates quoted are exclusive of all shipping charges, mobilization and demobilization, customs expenses, import and export expenses, duties, federal, state, local and foreign sales, use, excise and withholding taxes, value added taxes, and other taxes ("Transactional Taxes") that Stallion is required by law to collect or that Customer may incur in connection with the use of, or in connection with the payment for, the Work. Customer shall advise Stallion of its Transactional Taxes status and shall provide Stallion with appropriate documentation to support such Transactional Taxes status claim. Customer will promptly notify Stallion of any change in Transactional Taxes status and will reimburse Stallion for any expenses incurred by Stallion resulting from that change. Such charges, if any, shall be for Customer's account and if incurred by Stallion then separately stated in Stallion' invoices. All documentation, legalization and related items will be Customer's responsibility and account unless otherwise agreed in writing by an authorized Stallion signatory.

B. Prices are quoted from the Stallion facility where the Work is made available (the "Departure Base"). Customer will arrange for shipment of Equipment and pay for all crating, handling, shipping costs, and all mobilization and demobilization costs, if applicable. If Customer requests Stallion to arrange for shipment, Stallion may at its own election, ship to Customer in a commercially reasonable manner, at Customer's sole risk and expense. Stallion may charge an administration fee when Stallion makes shipping arrangements. Personnel travel and related costs will be as specified in the Order Document, or if not specified then pursuant to Stallion' then applicable rates.

C. Prices are based on Stallion' standard procedures and specifications for providing Work. All costs of additional labor, materials or outside service for modification of such procedures or specifications requested by Customer will be charged to the Customer, including direct and indirect costs, such as technical support, labor, overhead, administrative costs, and shop supplies.

D. Prices for Sales and Rentals may not include the cost of personnel, equipment, or aids required to install any Equipment. Upon request, Stallion will provide such personnel, equipment, or aids at its then applicable rates.

E. Order Documents agreed to by Customer and Stallion may be cancelled or modified only with Stallion written consent. By executing the Order Document referencing these General Terms or by accepting the Work, Customer agrees to be bound by a subsequent written (including by email, facsimile, text message) modifications to the Work, and pricing reflected in the original or subsequent mutually accepted Order Document (including a paid invoice). Any cancellation or Customer requested delays of an Order Document will result in a charge equal to (a) the prices and costs for the Work included in the Order Document, (b) the reasonable costs committed to by Stallion that are not cancelable or recoverable; (c) any applicable standby rates; and (d) any costs associated with the demobilization incurred by Stallion.

F. Stallion reserves the right to approve or reject the credit of any Customer and to establish credit terms for each Customer. Stallion may terminate the Order Document or modify credit terms at any time while furnishing Work to Customer without further liability if Stallion assessment, in Stallion' sole discretion, of Customer's financial condition materially changes.

G. Standard payment terms are net thirty (30) days after the date of Stallion' invoice, unless otherwise provided in the Order Document. **All payments, unless otherwise specified in the Order Document, shall be made in U.S. Dollars to Stallion at PO BOX 842364, Dallas, TX 75284-2364.** If credit or payment terms are not met, in addition to its other legal rights, Stallion may (i) defer or cancel, at its option, all or any portion of the Work, and (ii) charge Customer interest at the lesser of (a) eighteen percent (18%) per annum, or (b) the maximum rate permitted by applicable law, on the unpaid balance due. Customer will pay all of Stallion' costs, including attorney's fees and court costs, incurred in connection with the collection of past due amounts from Customer. Nothing herein shall be interpreted to prevent Stallion from claiming, filing or enforcing any liens when the rights thereto arise directly from Customer's failure to pay Stallion in breach of the Order Document or these General Terms.

H. Any expenses, charges, goods, inventory, equipment, or other personal property provided to Customer by Stallion from or involving third parties shall be supplied to Customer at Stallion' cost plus an administration fee, unless otherwise agreed to in writing.

I. Customer shall notify Stallion within five (5) business days after receipt of an invoice if Customer in good faith disputes all or some element of the invoice. Customer and Stallion shall promptly attempt to resolve any dispute. Notwithstanding the foregoing, Customer shall pay the portion of any invoice that is not disputed in good faith.

J. If Customer has a credit balance with Stallion, then Stallion shall be entitled to set off such credit against other amounts owed by Customer by providing Customer with written notice describing (i) the basis for such credit balance in reasonable detail, and (ii) how the credit will be applied. The terms of this section apply to, and includes, Customer's and Stallion' respective affiliates.

**2. Delivery/Disclaimer.** Stallion will use its commercially reasonable efforts to have Equipment ready for shipment by the agreed date, subject to receipt by Stallion of all necessary Customer information. **STALLION ASSUMES NO LIABILITY FOR DAMAGES INCURRED AS A RESULT OF ITS LATE DELIVERY OF EQUIPMENT, REGARDLESS OF CAUSE.** Unless otherwise agreed in the Order Document, delivery of Equipment will occur upon delivery of such Equipment to Customer's location or pick up by Customer or its agents ("Delivery"). Customer shall inspect all Equipment upon Delivery and confirm that it is in good working order and repair, and suitable for Customer's needs. If Customer fails to inspect the Equipment immediately upon Delivery, Customer shall be deemed to have accepted the Equipment as delivered.

**3. Risk of Loss.** Risk of loss of Rental Equipment will pass to Customer upon Delivery of Equipment. Risk of loss of Equipment sold to Customer will pass to Customer upon shipment of Equipment ("FOB Shipping Point"). If Stallion has not received shipping instructions at the time of delivery or if Customer requests that Stallion store the Equipment until further instruction or if Customer does not inform Stallion of shipping instructions for other reasons, Stallion shall act as a bailee of such Equipment and may charge Customer its customary storage rates. During any such bailment, Customer will maintain all-risk property insurance on Equipment, at its replacement value, and Stallion will not be liable for deterioration or loss of Equipment resulting from atmospheric conditions, acts of God, or other events not within Stallion reasonable control.

**4. Rental Terms.**

A. Notwithstanding any contrary provision in these General Terms, upon Delivery of Rental Equipment and continuing until such time as the Rental Equipment is returned to the designated Stallion location or picked up by Stallion at Customer's location (as applicable, herein called "Return"), such Rental Equipment shall be deemed to be in the care, custody, and control of Customer. Risk of loss of or damage to such Rental Equipment shall pass to Customer upon its Delivery and shall remain with Customer until its Return. During this period, Customer shall assume all obligations and liability concerning the Rental Equipment, and for its safe use, maintenance, operation, condition, and storage, including without limitation, liability for the loss, theft, destruction, or damage to the Rental Equipment (or any part thereof) and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the Rental Equipment from any cause whatsoever. Customer shall pay Stallion the replacement value of new equipment of like quality for any Rental Equipment that is lost, stolen, destroyed or damaged. Upon Return, if Stallion determines the Rental Equipment is damaged beyond ordinary wear and tear, then Customer shall be responsible for all costs for service work, inspections and parts required to bring the Rental Equipment to good working condition.

B. Customer will keep all Equipment free from liens and encumbrances arising in connection with Customer's operations and/or use of the Equipment.

C. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage, or destruction of the Equipment used in connection with a Rental in an amount not less than the replacement value.

D. The Rental term shall be for the duration specified in the Order Document ("Rental Term"). If no term is specified in the Order Document, or if Customer fails to Return prior to the expiration of the Rental Term, then the Rental Term shall be/become month to month. Upon the expiration of the Rental Term, Customer will at its sole cost Return or coordinate the Return of the Rental Equipment.

**5. GPS Tracking.** Customer and Stallion each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including through or utilizing telematics devices). Customer agrees that Stallion owns the data described in this paragraph and may use such data, including GPS data, in accordance with Stallion's Privacy Policy. Customer shall obtain all required consents as may be required under any applicable laws from its employees, contractors or other Qualified Operators to permit Stallion's collection and use of data under this section.

**6. Confidentiality; Security; Service Interruptions.**

A. The parties acknowledge and agree that all sensitive and proprietary information provided by one party to the other party under these General Terms (the "Confidential Information") are considered TRADE SECRET, PROPRIETARY, and CONFIDENTIAL INFORMATION of the disclosing party. The receiving party, therefore, agrees that receiving party shall exercise due care to prevent disclosure of the disclosing party's Confidential Information to any unauthorized persons or entities. The receiving party further agrees not to reverse engineer, copy, modify, manufacture or practice any of the Confidential Information. Notwithstanding any other provision of these General Terms, all Confidential Information is and shall remain the sole and exclusive property and proprietary information of disclosing party, and is disclosed in confidence by disclosing party in reliance on receiving party's agreement to maintain such Confidential Information in confidence and not to use or disclose such Confidential Information to any other person unless required by law or regulation. For purposes of these General Terms, the term Confidential Information shall not include information that (a) was in the public domain at the time of disclosure, (b) was published or otherwise became a part of the public domain after disclosure through no fault of receiving party, (c) was disclosed to receiving party by a third party who (to the best of receiving party's knowledge) had no duty of confidentiality to disclosing party, or (d) was independently developed by receiving party without reference to the Confidential Information. Notwithstanding the foregoing, Stallion may identify Customer as a customer or client.

B. The data transmitted between Stallion's (or Stallion's contractors' or licensors') servers and the Equipment may be encrypted for the Customer's protection. However, the security of information transmitted through the Internet can never be guaranteed and Customer, therefore, agrees (i) that Stallion and its representatives are not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data, and (ii) to be responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of the Equipment and Services.

C. Customer acknowledges that the Services may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things, many of which are beyond Stallion's control. Services might also not be available in certain places. Stallion and its contractors or licensors are not responsible for any interruptions of the Services.

**7. Ownership of Intellectual Property.**

A. In the course of performance of the Work, in an effort to address and provide solutions for problems that are specifically related to the performance of the Work, employees of Stallion may conceive or make new inventions, ideas, or discoveries that may be protected by patent or copyright or maintained as a trade secret (the "Intellectual Property"). Subject to the obligation of the respective employees of Stallion to assign their interest in such Intellectual Property to Stallion, Customer and Stallion agree that Stallion shall own all Intellectual Property conceived or made during the performance of the Work partially or solely by any Stallion employee(s).

B. Notwithstanding any other provision herein, Customer and Stallion agree that Stallion, its contractors and licensors, and their respective affiliates shall have the right to collect and use information obtained from the Work provided to Customer, aggregated without regard to source, to analyze and improve Equipment or Services and for any other lawful manner.

C. Customer shall not copy, decompile, disassemble, reverse engineer or manipulate any technology incorporated in the Equipment or Services, or otherwise modify or tamper with, any Equipment required to use the Services.

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8. **Limited Warranty.** Notwithstanding any other provision of these General Terms to the contrary, Stallion agrees at its own expense to:
- A. **STALLION WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY. STALLION WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER.**
- B. EXCEPT AS EXPRESSLY SET FORTH UNDER THESE GENERAL TERMS, STALLION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST STALLION AND ITS AFFILIATES. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT THE EQUIPMENT IS FREE FROM DEFECTS OR CONTAMINANTS. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES STALLION AND ITS AFFILIATES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF STALLION' OBLIGATIONS HEREIN.
- C. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, STALLION SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, STALLION SHALL RE-PERFORM THE SERVICES WITHIN THIRTY (30) DAYS AFTER THE SERVICES WERE PERFORMED.
- D. Stallion warrants that the use or sale of Equipment or Services will not infringe on any valid United States patents of others, as of the date of delivery of the Equipment or performance of the Services, by reason of the use or sale of such Equipment or Service per se, and hereby agrees to hold Customer harmless against any judgment for damages for infringement of any such valid United States patent, in and when used in accordance with these General Terms and provided that Customer promptly notifies Stallion in writing upon receipt of any claim for infringement, or upon the filing of a suit for infringement, and shall afford Stallion full opportunity to answer such claims or suit, control the defense of such suit and settle or compromise same in Stallion' sole discretion. Stallion does not warrant that Equipment or Services made or provided under special order will not infringe any third party's patents or proprietary rights, and Customer shall bear sole responsibility for assuring that such Equipment or Services do not so infringe and shall protect, defend, indemnify and hold harmless Stallion and Stallion' Group from any such claims.
- E. WITH RESPECT TO ANY SOFTWARE BASED SERVICES, THE USE OF SUCH SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR EQUIPMENT PROVIDED THROUGH OR IN CONNECTION WITH THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION THE CONTENT AND RESULTS OBTAINED THROUGH THE EQUIPMENT AND SERVICES. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.A., NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE TO CUSTOMER REGARDING THE EQUIPMENT AND SERVICES OR ANY CAMERA, SENSOR OR OTHER DEVICE OR THAT ACCESS TO OR USE OF THE EQUIPMENT AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE DISCLAIMED. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. STALLION IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD PARTIES. STALLION IS NOT LIABLE FOR ANY DAMAGES SUFFERED (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF USE OF THE EQUIPMENT OR SERVICES, OR INABILITY TO GAIN ACCESS TO OR USE THE EQUIPMENT OR SERVICES, OR OUT OF ANY BREACH OF ANY WARRANTY. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE EQUIPMENT AND SERVICES. STALLION IS NOT LIABLE FOR ANY LOSS OF OR USE OF CUSTOMER'S DNS NAME, OR FOR INTERRUPTION OF BUSINESS.
- F. THE THIRD PARTY LINKS, SERVICES, GOODS, RESOURCES AND CONTENT, IF AVAILABLE ON THE SERVICES, ARE NOT CONTROLLED BY STALLION. ACCORDINGLY, STALLION MAKES NO WARRANTIES REGARDING SUCH THIRD-PARTY SERVICES, EQUIPMENT, GOODS, RESOURCES, AND CONTENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT. STALLION IS NOT LIABLE FOR CUSTOMER'S ACCESS TO, USE OF OR DOWNLOADING OF CONTENT AVAILABLE ON OR THROUGH, THE PRODUCTS AND SERVICES.
- G. THIS LIMITED EXPRESS WARRANTY, AND THE STATED REMEDIES FOR BREACH THEREOF, SHALL BE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR GOOD AND WORKMANLIKE PERFORMANCE, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.
9. **Indemnities.**
- A. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND (WITH COUNSEL APPROVED BY STALLION), INDEMNIFY, RELEASE, AND HOLD HARMLESS STALLION, ITS PARENTS AND AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, ANY CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE TIME OF RENTAL OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL.
- B. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THESE GENERAL TERMS, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE ORDER DOCUMENT OR THESE GENERAL TERMS.
- C. Customer shall not be obligated to indemnify Stallion for that part of any that liability, claim, loss, damage, or expense caused solely by the intentional misconduct or sole negligence of Stallion.
10. **Insurance.**
- A. Customer, at its sole cost and expense, shall maintain and carry insurance in the minimum amounts set forth below, such insurance to be effective prior to the commencement or Delivery of any Work.
- (i) General Liability - Including contractual liability with limits of:  
\$1,000,000 Per Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate
- (ii) Automobile Liability (if Customer transports Equipment) - With limits of: \$1,000,000 Combined Single Limit;
- (iii) Property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment;
- (iv) Workers Compensation and Employer's Liability in compliance with applicable statutory requirements;
- (v) Any other insurance reasonably required by applicable law with respect to the Work being provided.
- B. Upon written request by Stallion, Customer shall furnish certificates of insurance evidencing the fact that adequate insurance to support Customer's obligations hereunder has been secured.
- C. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by Stallion. Stallion shall be named as an additional insured for liability insurance and, if applicable, additional loss payee for property insurance. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by these General Terms shall include a waiver of rights of recovery against Stallion or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Stallion or its insurers. The policies required hereunder shall provide that Stallion must receive not less than 30 days' notice prior to any cancellation.
11. **Compliance with Laws.** Each party shall comply with all applicable laws in connection with the Work. Each party warrants, represents and agrees that in securing the Order Document it has complied, and in performing or utilizing the Work it shall comply, with all applicable laws, statutes, regulations and orders relating to anti-bribery, anti-corruption, anti-money laundering, competition. Each party agrees to indemnify, defend and hold harmless the other party from and against all claims, demands, causes of action, and proceedings of every kind and character without limit with respect to the failure of any member of the indemnifying party's group to comply with this provision. This section shall survive termination or cancellation of the Order Document or these General Terms.
12. **Force Majeure.** Except for the obligation of Customer to make payments when due, neither party shall be liable for delays in performance or for non-performance, occasioned or caused by Force Majeure. Force Majeure means any event beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms (except as may otherwise be expressly provided in the Contract), floods, war, fire, pandemics, labor disputes, acts of the public enemy, public disorder, terrorism, insurrections, riots or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Upon the occurrence of Force Majeure, the party affected shall give prompt notice thereof to the other party. If the event of Force Majeure continues for more than sixty (60) days, then either party may terminate the Work.
13. **Consequential Damages & Limitation of Liability.**
- A. Notwithstanding any provision in these General Terms, under no circumstances shall either party be liable to the other party for punitive or exemplary, indirect, incidental or consequential damages resulting from or arising out of the Order Document or these General Terms.
- B. Notwithstanding any provision in these General Terms, in no event shall Stallion total liability under the Order Document or these General Terms for claims, damages, causes of action, demands, judgments, indemnities, fines, penalties, awards, losses, costs and expenses, including attorney fees and costs of litigation, exceed the amount of Stallion invoice for the affected portion of the Work.
- C. In any jurisdiction that limits the scope of or precludes limitations or exclusion of liability, remedies or damages or do not allow implied warranties to be excluded, the limitation or exclusion of remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by law.
14. **Independent Contractor.** Stallion is an independent contractor with respect to Customer, and neither Customer nor anyone used or employed by Customer shall be deemed for any purpose to be the agent or employee of Stallion with respect to any Work. Customer shall have no direct control over Stallion or its employees except in the results to be obtained.
15. **Statutory Employer.** In all cases where Stallion' employees (defined to include Stallion' or its subcontractor's direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021 *et seq.*, Customer and Stallion agree that all Work and operations performed by Stallion and its employees pursuant to these General Terms are an integral part of and are essential to the ability of Customer to generate Customer's goods, products and services for purposes of La. R.S. 23:1061(A)(1). Furthermore, Customer and Stallion agree that Customer is the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of Stallion' employees, but Stallion shall remain primarily responsible for the payment of Louisiana Workers' Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Customer or its insurers. Stallion agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Customer as an alternative employer and as a principal and statutory employer or borrowing employer and shall be further endorsed to waive unconditionally those underwriter's or insurer's rights of subrogation against Customer.

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16. **Video Surveillance Services.** Any video surveillance services provided by Stallion are subject to Stallion's Video Surveillance End-User License Agreement available at <https://stallionis.com/company/customer-vendor-terms>.
17. **Wellsite Services.** If the Work is provided at a well for oil, gas, or water, the terms of the Wellsite Services Addendum available at <https://stallionis.com/company/customer-vendor-terms> will apply.
18. **Internet Services.** The following terms shall apply to the satellite based or other internet services ("Internet Service") provided by Stallion to Customer.
- A. Customer shall only use approved equipment with respect to the Internet Service.
- B. Customer shall provide Stallion immediate notice of any suspected security breach of any Customer system connected to (or providing access to) the Internet Service.
- C. Customer hereby grants to Stallion and its vendors that provide the Internet Service ("Internet Service Provider"), an irrevocable, perpetual, non-exclusive, royalty-free (for no additional remuneration whatsoever) license to any data related to the Internet Service in an anonymized manner for (i) all purposes for which Stallion or its Internet Service Provider do business; (ii) use for purposes of product and service enhancements and/or developments; and (iii) use in any commercial manner.
- D. Customer shall not (i) copy, modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for any of the software or systems which deliver the Internet Service; (ii) create or attempt to create a substitute/competitive product or service using the Internet Service under any circumstances; and/or (iii) permit either direct or indirect use of the Internet Service by any third party (except as expressly set forth in the Order).
- E. Customer shall not engage in any practices that may harm or be detrimental to the Internet Service, Stallion, or the Internet Service Provider and their brand, public image, reputation, or goodwill.
- F. Customer represents, warrants and covenants to (i) comply with all applicable sanctions; and (ii) not deliver, transfer, export, or re-export any of the Internet Service, hardware, software, technical data or other information, directly or indirectly, to any individual or entity that is: (a) designated or identified on any list of persons that are the subject or target of sanctions, including, without limitation, the Specially Designated Nationals and Blocked Persons List, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions and the Consolidated List of Financial Sanctions Targets in the UK; (b) located, organized or resident in a country or territory that is the subject of comprehensive Sanctions, including, as of the date hereof, Cuba, Iran, North Korea, Syria and the Crimea region of Ukraine; (c) owned or controlled by, or acting for on behalf of, any individual or entity described in the foregoing subsections (i) or (ii); or (d) otherwise the subject or target of sanctions.
- G. In the event that the agreement between Stallion and the Internet Service Provider is terminated for any reason, the this Internet Service provided to Customer shall immediately terminate unless otherwise agreed to in writing by Stallion or its Internet Service Provider.
- H. Notwithstanding anything in these General Terms or the Order Document to the contrary and in addition to Stallion's rights set forth elsewhere, Stallion may, at its option but subject to the direction of the Internet Service Provider, either immediately terminate the Internet Service or suspend the provision of the Internet Service upon notice to Customer in the event that Stallion and/or the Internet Service Provider determines, each in their sole discretion, that (i) Customer has breached any term of the General Terms or the Order Document (ii) Customer does not have the necessary equipment; (iii) Customer fails to pay fees when due; and/or (iv) Customer has failed to comply with any provision of Section 18 (Acceptable Use Policy) herein.
- I. Customer acknowledges and agrees that it shall have no right to seek and shall not seek, any defense or indemnification from the Internet Service Provider. Notwithstanding anything contained in the General Terms or the Order Document to the contrary, Stallion, the Internet Service Provider and each of their respective affiliates shall not be liable to Customer, nor shall Customer make any claim against any of the foregoing parties, for (i) injury, loss, or damage sustained by reason of any unavailability, delay, faultiness, use, or failure of the approved Internet Service equipment, the Internet Service and/or the related network; and/or (ii) any acts or omissions of Stallion, the Internet Service Provider and each of their respective affiliates made in response to (a) a violation or suspected violation of the applicable AUP; or (b) an emergency response or in compliance with a government order (including, without limitation, interruption, deactivation, or diversion of the Internet Service).
- J. The Internet Service is provided "AS IS" and "AS AVAILABLE" and, to the maximum extent permitted by applicable law, Stallion and the Internet Service Provider disclaim all, and there are no, warranties (whether express, implied or statutory) or other standards of performance, guarantees, or any other terms implied by law, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, requirement or use, and any warranty arising out of course of performance, dealing or trade usage. Specifically, Stallion and the Internet Service Provider do not warrant that use of any or all of the Internet Service will meet Customer's requirements, be uninterrupted or error free.
- K. Customer shall retain all books and records with respect to its use of the Internet Service during the term of the Order Document and for two (2) years thereafter. Stallion shall have the right, at its expense, and upon reasonable notice to audit Customer's compliance with the terms of these General Terms and the Order Document and the Internet Service.
18. **Acceptable Use.** Customer's use of the Work must comply with the then current version of Stallion's Acceptable Use Policy available at <https://stallionis.com/company/customer-vendor-terms> ("AUP"). Stallion reserves the right to amend the AUP from time to time. In the event a modification of the AUP has a material and detrimental impact on Customer, Customer may terminate the impacted Work without penalty upon ten (10) business days' written notice to Stallion.
19. **Severability.** If any provision hereof is invalid under such applicable law for any reason, it will be adjusted to the extent necessary in order to validly achieve as nearly as possible the intent of the parties reflected in such invalid provision. In any event, all other provisions hereof will remain binding, valid, and enforceable.
20. **Governing Law.** Unless otherwise specified in the proposal, work order, contract, notes to pricing or invoice referencing these General Terms or to which these General Terms are attached, these General Terms shall be governed by and construed in accordance with the laws of the State of Texas, excluding conflicts of law and choice of law principles, and venue for any disputes shall lie in Houston, Harris County, Texas.
21. **Changes to Terms.** Stallion reserves the right to modify or make changes to these General Terms at any time. Customer's continued use of the Equipment following any such modification constitutes the Customer's acceptance of the modified General Terms. Except for changes described here, no other amendment or modification of these General Terms will be effective unless in writing and signed by the parties.
22. **Entire Agreement.** These General Terms and the Order Document constitutes the entire agreement of the parties with respect to the subject matter herein, supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter herein, and may not be amended except in writing by an authorized representative of Customer and Stallion. These General Terms are binding upon the parties hereto and their respective successors and permitted assigns.