



## STALLION - STANDARD CUSTOMER TERMS FOR PROVIDING RENTALS, SERVICES OR SALES

These terms and conditions (herein, the "Agreement") set forth the agreement between the **STALLION** entity ("Stallion") identified in the proposal, work order, field ticket, delivery ticket, notes in proposal, contract or invoice referencing this Agreement or to which this Agreement is attached (the "Order Document"), and the customer (the "Customer") identified in such Order Document, relating to Stallion providing to Customer (i) products, materials, supplies, machinery, parts, tools or equipment (the "Equipment"), (ii) services ("Services"), (iii) rental of Equipment ("Rental"), or sales of Equipment ("Sales"), and all Equipment, Services, Rental and Sales are referred to collectively as "Transactions") with respect to the matters in this Agreement. Stallion's acceptance of Customer's order is expressly conditioned upon Customer's assent to, and all Transactions will be only in accordance with, this Agreement, 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's providing Equipment, Services, Rental or Sales to Customer, the Customer agrees that Stallion 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 this Agreement and (iii) shall be void and of no force or effect and shall not alter, modify, amend or otherwise change the terms of this Agreement. The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. No partial invalidity of this Agreement will affect the remainder. **Notwithstanding the foregoing, in the event that 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 Transactions between Stallion and Customer (an "Existing MSA"), then this Agreement shall not apply and will be of no force of effect.**

**1. Prices**  
A. Customer agrees to pay Stallion for the Transactions ordered in accordance with the prices set forth in the Order Document, subject, however, to adjustments to conform to 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 Transactions. 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's 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 Equipment made the subject of the Transaction is made available, or from which the personnel providing the Services depart (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 will charge twenty percent (20%) of the shipping costs as 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's then applicable rates.

C. Prices are based on Stallion's standard procedures and specifications for: (i) performing Services, and (ii) manufacturing and testing Equipment. 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 or equipment or aids required to install any Equipment. Upon request, Stallion will provide such personnel and 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 this Agreement or by accepting the Equipment, Services, Rental or Sales, Customer agrees to be bound by a subsequent writing (including by email, facsimile, text message) modifications to the Equipment, Services, Rental or Sales, and pricing reflected in the original or subsequent mutually accepted Order Document (including a paid invoice). Any cancellation, modification or Customer requested delays of an Order Document will result in a charge equal to (a) thirty percent (30%) of the quoted or estimated costs and fees if relating to standard Services, Equipment or Rentals, and (b) one hundred percent (100%) of the quoted or estimated costs and fees if nonstandard or special Services, Equipment or Rentals, of the full purchase order price.

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 this Agreement or modify credit terms at any time while furnishing Equipment, Services or Rentals to Customer without further liability if Stallion assessment, in Stallion's sole discretion, of Customer's financial condition materially changes.

G. Standard payment terms are net thirty (30) days after Customer's receipt of Stallion invoice, except as otherwise provided elsewhere herein. **All payments, unless otherwise specified in the proposal, work order, contract, notes to pricing or invoice referencing this Agreement or to which this Agreement is attached, 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, further shipments or use of Equipment, the performance of Services or provision of service personnel, 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's 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 there arise directly from Customer's failure to pay Stallion in breach of this Agreement.

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's cost, plus administration fee not to exceed twenty percent (20%), 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 effect a resolution of 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's 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, including any approval of drawings. **HOWEVER, STALLION ASSUMES NO LIABILITY FOR DAMAGES INCURRED AS A RESULT OF ITS LATE DELIVERY OF EQUIPMENT, REGARDLESS OF CAUSE.** Unless otherwise agreed, delivery of Equipment will occur at the Departure Base. If Customer fails to inspect the Equipment immediately upon delivery, Customer shall be deemed to have accepted as delivered the Equipment.

**3. Title and Risk of Loss.** Title to, and risk of loss of, Equipment 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's reasonable control.

**4. Special Rental Terms.**  
A. Stallion represents that it has inspected the Equipment, and that such Equipment is in good condition and repair and acceptable for use as specified in this Agreement.

B. Customer represents that it will use the Equipment in a careful and proper manner and shall comply with all Stallion specifications and all laws and regulations relating to the possession, use, storage and maintenance of the Equipment.

C. In the event the parties agree that Customer shall operate Equipment in connection a Rental, then Customer represents that such Equipment will be operated by skilled personnel, trained in the use of the Equipment. Customer will keep all Equipment free from liens and encumbrances arising in connection with Customer's operations and/or use of the Equipment.

D. 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.

E. Upon the expiration of the rental term, Customer will at its sole cost return or coordinate the return of the Equipment used in connection with a Rental to the facility designated by Stallion, in working condition, reasonable wear and tear excepted. Upon receipt, Stallion will service and inspect the Equipment, and in the event that Stallion determines any is materially damaged, then Customer shall be responsible for all costs for service work, inspections and parts required to bring the Equipment to good working condition.

**5. Confidentiality.** The parties acknowledge and agree that all equipment, services and documents provided by one party to the other party under this Agreement (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 this Agreement, 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. For purposes of this Agreement, 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.

**6. Ownership of Intellectual Property.**  
A. In the course of performance of the Agreement, in an effort to address and provide solutions for problems that are specifically related to the performance of the Agreement, 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 term of the Agreement partially or solely by any Stallion employee(s).

B. Notwithstanding any other provision herein, Customer and Stallion agree that Stallion shall have the right to use information obtained from the Equipment and Services provided to Customer, aggregated without regard to source, to analyze and improve Stallion services, methods or devices.

**Limited Warranty.** Notwithstanding any other provision of this Agreement to the contrary, Stallion, agrees at its own expense to:

A. With respect to Services, re-perform any Services within thirty (30) days after the Services were performed if the Services were not originally performed in a workmanlike manner.

B. With respect to any Equipment used onshore, such Equipment shall be free of material defects in material and workmanship and shall conform to Stallion specifications for a period of twelve (12) months after the date such Equipment is delivered; provided, however, that Stallion may deviate from its published specifications to conform to the latest innovations and improvements. The above warranty does not apply to (i) Equipment that has been modified or subjected to improper handling, storage, installation, operation or maintenance by Customer or other third parties, including use of unauthorized replacement parts; (ii) Equipment not manufactured by Stallion, whether purchased by Stallion or furnished by Customer, such parts or materials being subject to any applicable manufacturer's warranty; (iii) Equipment (or parts thereof) requiring replacement because of natural wear and tear; (iv) the design of Equipment; and (v) models or samples furnished to Customer as illustrations only of general properties of the Equipment, and the exclusive remedy for breach of this warranty is expressly limited to, at Stallion's sole option, the repair or replacement of any Equipment (or parts thereof) which prove to be defective during the warranty period and are returned to Stallion at the Departure Base.

C. 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 this Agreement, 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 this Agreement 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's 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's Group from any such claims.

**D. 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.**

**8. Indemnities**  
A. Stallion agrees to protect, defend, indemnify and hold harmless Customer, its and their officers, directors and employees, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of any member of the Customer Group (as hereinafter defined), any theory of strict liability and defect of premises, arising in connection with (i) any bodily injury, including death, of Stallion, its sub-contractors and suppliers, and its and their officers, directors and employees (the "Stallion Group"), (ii) damage to property owned, leased, rented, in the possession of, or hired by any member of the Stallion Group, including Equipment when being used in conjunction with related Services under this Agreement, and (iii) pollution or contamination (including, but not limited to property damage, control, removal, restoration and clean-up of all pollution or contamination) which originates from property of Stallion Group, if and when such property is in Stallion's sole care, custody and control, arising in connection with the Agreement, and regardless of the actual or alleged fault of anyone, including the Customer Group.

B. Customer agrees to protect, defend, indemnify and hold harmless Stallion Group, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause thereof or the negligence or fault (active or passive) of any party or parties including the joint or concurrent negligence of any member of the Stallion Group, any theory of strict liability and defect of premises, arising in connection with (i) any bodily injury, including death, of Customer, its affiliates, subsidiaries, and its and their sub-contractors and suppliers, and it or their officers, directors, employees, and invites (the "Customer Group"), (ii) damage to property owned, leased, rented, in possession of, or hired by any member of the Customer Group, including Equipment and machinery comprising any Rental when not being used in conjunction with related Services under this Agreement, (iii) the replacement cost of equipment and machinery of any member of Stallion Group that is under the Customer Group's custody, care or control, including in use, in operation, storage, movement, or in transportation by Customer Group, that is reported missing, stolen, seized, confiscated, unaccounted, lost, lost in hole, lost while on rental, abandoned, damaged beyond economical repair (in the reasonable opinion of Stallion), notwithstanding the cause, including the sole, concurrent or contributory negligence of Customer Group and including by reason of force majeure, or (iv) pollution or contamination (including, but not limited to property damage, control, removal, restoration and clean-up of all pollution or contamination) which originates from property of Customer Group arising in connection with the Agreement, and regardless of the actual or alleged fault of anyone, including the Stallion Group.

C. Notwithstanding anything contained in this Agreement to the contrary, Customer, to the maximum extent possible, shall release, indemnify, defend and hold Stallion Group harmless from and against any and all claims asserted by or in favor of any person or entity, including any member of the Customer Group, Stallion Group or any other person or party, resulting from (i) loss of or damage to any well or hole (including costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including costs to control a wild well, removal of debris or cleanup of contaminants), (iii) damage to an reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) damage to, or escape of any substance from, any pipeline, vessel or storage facility, (v) costs to control and remove leaks, spills and other discharges of pollutants or contaminants originating below the surface of the land or the surface of the water, or (vi) the use of radioactive sources in relation to scope of work or any contamination resulting therefrom, arising in any way from operations under this Agreement (including retrieval, removal of debris or cleanup of contaminants).

D. Neither Customer nor Customer Group shall pass through, nor does Stallion accept, any obligation (indemnity, insurance or otherwise) from any contract to which Stallion is not a signatory.

E. Neither party shall be responsible for, defend, indemnify nor hold harmless the other or their group for any claims, demands, suits, causes of action, losses, liabilities, damages, judgments, awards, or other costs when such arises out of or results from (1) the willful misconduct of Customer Group; (2) exemplary or punitive damages; or (3) criminal charges.

F. Stallion shall have no obligation, indemnity, insurance or otherwise, to any invitee of Customer or Customer Group; said indemnity obligations being limited to those enumerated parties herein.

G. Redress under the indemnity provisions set forth in this Section 8 shall be the exclusive remedy available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

**9. Insurance.** Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereto, each party agrees that all such insurance policies shall (i) be primary to the other party's insurance; (ii) include the other party, and its group as additional insureds, and (iii) be endorsed to waive subrogation against the other party and its group.

A. The parties shall carry insurance in the minimum amounts set forth below, such insurance to be effective prior to the delivery of any Equipment or machines or equipment constituting a Rental, and commencement of any Services under this Agreement.

(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 - With limits of: \$1,000,000 Combined Single Limit (iii) Excess Liability - With limits of \$2,000,000 Aggregate  
(iv) Workers Compensation and Employer's Liability in compliance with local statutory requirements.  
(v) Any other insurance reasonably required by applicable law with respect to the Equipment or Services being provided.

B. If operations are performed under Texas law, both parties agree that in order to be in compliance with the Texas Oilfield Anti-Indemnity Act regarding indemnification given under a mutual indemnity agreement whereby each party indemnifies the other party for sole or concurrent negligence regarding bodily injury or property damage as set forth in Section 8, each party agrees to carry supporting insurance in equal amounts of the types and in the minimum amounts as specified in the insurance requirements hereunder; and each party agrees that the maximum amount of such supporting insurance carried in equal amounts shall be the lower of the maximum amount carried by either party as long as such amount is in excess of the minimum amount specified and regardless of whether such amount exceeds that required herein. It is agreed that the monetary limits of insurance required hereunder shall automatically be amended to conform to the maximum monetary limits permitted under law.

C. Customer shall have the option of having Stallion or its insurer or insurance agent bill Customer separately for all premiums incurred in obtaining additional insured coverage, waivers of subrogation and primary endorsements on Stallion's insurance policies to provide exclusive coverage in favor of Customer Group for property damage, personal injury, bodily injury, illness, or death suffered or incurred by any member of Stallion Group. Likewise, Stallion shall have the option of having Customer or its insurer or insurance agent bill Stallion separately for all premiums incurred in obtaining additional insured coverage, waivers of subrogation and primary endorsements on Customer's insurance policies to provide exclusive coverage in favor of Stallion Group for property damage, personal injury, bodily injury, illness, or death suffered or incurred by any member of Customer Group. Each party may exercise their option to have such separate billing by issuing thirty (30) days advance written notice, and both parties agree to make reasonable commercial efforts to cooperate in obtaining quotes and billing for same. Both parties recognize and agree that (i) in the event that Stallion makes such payment, Stallion, and not Customer will be paying the premiums for all material cost of such insurance in favor of Stallion Group as set forth above, (ii) in the event of Customer makes such payment, Customer, and not Stallion, will be paying the premiums for all material cost of such insurance in favor of Customer Group as set forth above, and (iii) this provision and the separate premium billing set forth herein are intended to and shall satisfy the exception to the Louisiana Oilfield Anti-Indemnity Act, La. R.S. 9:2780, based on Marcel v. Placid Oil Co., 11 F.3d 563 (5th Cir. 1994) and its progeny, as well as any other anti-indemnity act to the extent applicable.

**10. Compliance with Laws.** Each party shall comply with all applicable laws in connection with the performance of this Agreement. Each party warrants, represents and agrees that in securing this Agreement it has complied, and in performing this Agreement 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 this Agreement.

**11. 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 be expressly provided in the Contract), floods, war, fire, 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 continuation 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 Transaction made the subject of this Agreement, and this Limitation.

**12. Consequential Damages & Limitation of Liability.**  
A. Notwithstanding any provision in this Agreement, in no event shall Stallion be liable to Customer for punitive or exemplary, indirect, incidental or consequential damages resulting from or arising out of this Agreement, including, without limitation, loss of profit, loss of product, loss of reserves, loss or inability to use property and equipment and business interruption, or failure to meet contractual obligations owed to others, however same may be caused, regardless of ownership, regardless of whether or not occasioned by or resulting from negligence, strict liability, breach of warranty or other fault of Stallion, as the case may be, in whole or part, whether sole, joint, active or passive, excepting acts or omissions constituting willful misconduct committed by Stallion or any member of its group; and Customer shall indemnify, defend and hold Stallion harmless from such claims made against Stallion.  
B. Notwithstanding any provision in this Agreement, in no event shall Stallion total liability under this Agreement 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 Transaction.  
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.

**13. 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 Transaction. Customer shall have no direct control over Stallion or its employees except in the results to be obtained.

**14. Statutory Employer.** In all cases where Stallion's employees (defined to include Stallion's 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 this Agreement 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's 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.

**15. Governing Law.** Unless otherwise specified in the proposal, work order, contract, notes to pricing or invoice referencing this Agreement or to which this Agreement is attached:

A. If the Departure Base is within the United States, then this Agreement 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.

B. If the Departure Base is outside the United States, then this Agreement shall be governed by and construed in accordance with the laws of the England, excluding conflicts of law and choice of law principles, and venue for any disputes shall lie in Aberdeen, Scotland.

**16. Entire Agreement.** This Agreement and any attachments hereto constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof, and may not be amended except in writing by an authorized representative of Customer and Stallion. This Agreement is binding upon the parties hereto and their respective successors and permitted assigns, and each of the parties' affiliates are entitled to adopt this Agreement and utilize its terms with respect to Transactions between Customer or its affiliate, on the one hand, and Stallion or its affiliate, on the other hand.