

# STALLIONRENTS

## STALLIONRENTS - STANDARD TERMS FOR PROVIDING RENTALS, SERVICES OR SALES

These terms and conditions (herein, the "Agreement") set forth the agreement between the STALLIONRENTS entity ("STALLIONRENTS") identified in the proposal, work order, field ticket, delivery ticket, notes to pricing, 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 Stallionrents providing to Customer (i) products, materials, supplies, machinery, parts, tools or equipment (the "Equipment"), (ii) services ("Services"), (iii) rental of Equipment ("Rentals"), 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. Stallionrents' 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 Stallionrents. Further, in the event that Stallionrents signs and returns an acknowledgement copy of a Customer work order, purchase order, service agreement, lease, rental agreement or similar document relating to Stallionrents' providing Equipment, Services, Rental or Sales to Customer, the Customer agrees that Stallionrents signature thereon is provided solely (i) as an accommodation to Customer for Customer's internal administrative purposes only, (ii) does not signify Stallionrents 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 Stallionrents 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 Stallionrents and Customer (an "Existing MSA"), then this Agreement shall not apply and will be of no force or effect.**

### 1. Prices.

A. Customer agrees to pay Stallionrents for the Transactions ordered in accordance with the prices set forth in the Order Document, subject, however, to adjustments to conform to Stallionrents 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 Stallionrents 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 Stallionrents of its Transactional Taxes status and shall provide Stallionrents with appropriate documentation to support such Transactional Taxes status claim. Customer will promptly notify Stallionrents of any change in Transactional Taxes status and will reimburse Stallionrents for any expenses incurred by Stallionrents resulting from that change. Such charges, if any, shall be for Customer's account and if incurred by Stallionrents then separately stated in Stallionrents' invoices. All documentation, legalization and related items will be Customer's responsibility and account unless otherwise agreed in writing by an authorized Stallionrents signatory.

B. Prices are quoted from the Stallionrents 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 Stallionrents to arrange for shipment, Stallionrents may at its own election, ship to Customer in a commercially reasonable manner, at Customer's sole risk and expense. Stallionrents may charge twenty percent (20%) of the shipping costs as an administration fee when Stallionrents makes shipping arrangements. Personnel travel and related costs will be as specified in the Order Document, or if not specified then pursuant to Stallionrents' then applicable rates.

C. Prices are based on Stallionrents' 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, Stallionrents will provide such personnel and equipment or aids at its then applicable rates.

E. Order Documents agreed to by Customer and Stallionrents may be cancelled or modified only with Stallionrents 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 written (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 related 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. Stallionrents reserves the right to approve or reject the credit of any customer and to establish credit terms for each Customer. Stallionrents may terminate this Agreement or modify credit terms at any time while furnishing Equipment, Services or Rentals to Customer without further liability if Stallionrents assessment, in Stallionrents' sole discretion, of Customer's financial condition materially changes.

G. Standard payment terms are net thirty (30) days after Customer's receipt of Stallionrents 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 Stallionrents at P.O. BOX 842364, Dallas, TX 75284-2364.** If credit or payment terms are not met, in addition to its other legal rights, Stallionrents 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 Stallionrents' 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 Stallionrents from claiming, filing or enforcing any liens when the rights thereunto arise directly from Customer's failure to pay Stallionrents in breach of this Agreement.

H. Any expenses, charges, goods, inventory, equipment or other personal property provided to Customer by Stallionrents from or involving third parties shall be supplied to Customer at Stallionrents' cost, plus administration fee not to exceed twenty percent (20%), unless otherwise agreed to in writing.

I. Customer shall notify Stallionrents 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 Stallionrents 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 Stallionrents, then Stallionrents 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 Stallionrents' respective affiliates.

K. **Delivery/Disclaimer.** Stallionrents will use its commercially reasonable efforts to have Equipment ready for shipment by the agreed date, subject to receipt by Stallionrents of all necessary Customer information, including any approval of drawings. **HOWEVER, STALLIONRENTS 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.

L. **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 Stallionrents has not received shipping instructions at the time of delivery or if Customer requests that Stallionrents store the Equipment until further instruction or if Customer does not inform Stallionrents of shipping instructions for other reasons, Stallionrents 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 Stallionrents will not

be liable for deterioration or loss of Equipment resulting from atmospheric conditions, acts of God, or other events not within Stallionrents reasonable control.

### 4. Special Rental Terms.

A. Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs.

B. Customer represents that it will use the Equipment in a careful and proper manner and shall comply with all Stallionrents 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 with 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 Stallionrents, in working condition, reasonable wear and tear excepted. Upon receipt, Stallionrents will service and inspect the Equipment, and in the event that Stallionrents determines any is damaged, then Customer shall be responsible for all costs for service work, inspections and parts required to bring the Equipment to good working condition.

F. Customer shall be solely responsible for any damages, loss or destruction to Stallionrents' equipment or products, other than normal wear and tear.

### 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, Stallionrents 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 Stallionrents 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 Stallionrents to assign their interest in such Intellectual Property to Stallionrents, Customer and Stallionrents agree that Stallionrents shall own all Intellectual Property conceived or made during the term of the Agreement partially or solely by any Stallionrents employee(s).

B. Notwithstanding any other provision herein, Customer and Stallionrents agree that Stallionrents 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 Stallionrents services, methods or devices.

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

A. **STALLIONRENTS WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY. STALLIONRENTS WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER.**

B. **EXCEPT AS EXPRESSLY SET FORTH UNDER THE TERMS OF THIS AGREEMENT, STALLIONRENTS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND EQUIPMENT, 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 STALLIONRENTS 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 STALLIONRENTS 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 STALLIONRENTS' OBLIGATIONS HEREIN.**

C. **IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, STALLIONRENTS SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, STALLIONRENTS SHALL RE-PERFORM THE SERVICES WITHIN THIRTY (30) DAYS AFTER THE SERVICES WERE PERFORMED.**

D. Stallionrents 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 this Agreement and provided that Customer promptly notifies Stallionrents in writing upon receipt of any claim for infringement, or upon the filing of a suit for infringement, and shall afford Stallionrents full opportunity to answer such claims or suit, control the defense of such suit and settle or compromise same in Stallionrents' sole discretion. Stallionrents 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 Stallionrents and Stallionrents' Group from any such claims.

E. **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. **TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND (WITH COUNSEL APPROVED BY STALLIONRENTS), INDEMNIFY, RELEASE, AND HOLD HARMLESS STALLIONRENTS, 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, 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 THIS AGREEMENT, 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 AGREEMENT.**

C. Customer shall not be obligated to indemnify Stallionrents for that part of any that liability, claim, loss, damage, or expense caused solely by the intentional misconduct or sole negligence of Stallionrents.

### 9. 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 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 (if Customer transports Equipment)- With limits of: \$1,000,000 Combined Single Limit  
(iii) Excess Liability - With limits of \$5,000,000 Aggregate  
(iv) Property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment  
(v) 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. Upon written request by Stallionrents, 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 Stallionrents. Stallionrents 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 the Agreement shall include a waiver of rights of recovery against Stallionrents or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Stallionrents or its insurers. The policies required hereunder shall provide that Stallionrents must receive not less than 30 days' notice prior to any cancellation.

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, therefore, including, without limitation, acts of God, storms (except as may be expressly provided in the contract), floods, war, fire, labor disruptions, 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 transaction made the subject of this Agreement, and this Agreement.

### 12. Consequential Damages & Limitation of Liability.

A. Notwithstanding any provision in this Agreement, in no event shall Stallionrents 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 of 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 Stallionrents, as the case may be, in whole or part, whether sole, joint, active or passive, excepting acts or omissions constituting willful misconduct committed by Stallionrents or any member of its group; and Customer shall indemnify, defend and hold Stallionrents harmless from such claims made against Stallionrents.

B. Notwithstanding any provision in this Agreement, in no event shall Stallionrents 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 Stallionrents 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.** Stallionrents 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 Stallionrents with respect to any Transaction. Customer shall have no direct control over Stallionrents or its employees except in the results to be obtained.

14. **Statutory Employer.** In all cases where Stallionrents' employees (defined to include Stallionrents' 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 Stallionrents agree that all work and operations performed by Stallionrents 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 Stallionrents agree that Customer is the statutory employer or special employer (as defined in La. R.S. 23:1031(f)) of Stallionrents' employees, but Stallionrents 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. Stallionrents 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. **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.

16. **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, 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.

17. **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 Stallionrents. 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 Stallionrents or its affiliate, on the other hand.