

GENERAL TERMS AND CONDITIONS

Orders for rental equipment ("**Equipment**"), services ("**Services**"), and the supply or sale of products or equipment ("**Products**") to be provided by **REPEAT PRECISION, LLC**, (referred to herein as "**REPEAT PRECISION**") to its customers (each a "**CUSTOMER**") are subject to acceptance by REPEAT PRECISION, and any orders so accepted will be governed by the terms and conditions stated herein and any additional terms proposed or agreed to in writing by an authorized representative of REPEAT PRECISION (these terms and conditions and any such additional terms collectively referred to herein as the "**Agreement**"). Any additions to or modifications of these terms and conditions, or any terms and conditions contained in CUSTOMER'S order inconsistent herewith, shall not bind REPEAT PRECISION unless accepted in writing by an authorized representative of REPEAT PRECISION.

1. **PAYMENT TERMS.** Unless alternate payment terms are specified or approved by the REPEAT PRECISION Credit Department, all charges, including applicable packing and transportation costs, billed by REPEAT PRECISION are payable within thirty (30) days of the date of invoice. At REPEAT PRECISION's option, interest may be charged on delinquent accounts at the rate of eighteen percent (18%) per annum unless such rate contravenes local law in which case the interest charged will be the maximum allowed by law. To the extent REPEAT PRECISION incurs legal fees or other costs to collect delinquent payments, such costs shall be paid by CUSTOMER. Operating, production or well conditions which prevent satisfactory operation of Equipment, Services or Products do not relieve CUSTOMER of its payment responsibility.
2. **CANCELLATION**
 - A. **Products:** Orders for Products which are subject to cancellation after acceptance by REPEAT PRECISION will be subject to a restocking charge of at least twenty-five percent (25%), plus any actual packing and transportation costs. Products specially built or manufactured to CUSTOMER specifications, or orders for substantial quantities manufactured specially for CUSTOMER, may only be canceled subject to either (i) payment of a cancellation fee by CUSTOMER, or (ii) a return credit against future purchases, to be determined solely by REPEAT PRECISION. Credit for unused Products will be issued for the quantity returned at the original purchase price, less restocking or cancellation charges, provided the returned Products are in reusable condition. No credit will be given for shipping charges incurred by CUSTOMER. In no event will credit be allowed for Products returned without prior written authorization by REPEAT PRECISION.
 - B. **Equipment/Services:** In the event CUSTOMER cancels an order for Services or Equipment, CUSTOMER shall be liable for all costs incurred by REPEAT PRECISION in the mobilization/demobilization related thereto, and any other reasonable costs incurred by REPEAT PRECISION incident to such cancellation. In addition, a restocking charge of at least twenty-five percent (25%) of the original order may be applied at REPEAT PRECISION's sole discretion.
3. **THIRD-PARTY CHARGES, TAXES.** CUSTOMER shall pay all third-party charges, in compliance with REPEAT PRECISION's current price list, and any sales, use, rental or other taxes that may be applicable to transactions hereunder. CUSTOMER shall pay all applicable customs, excise, import and other duties unless otherwise agreed to in writing by an authorized representative of REPEAT PRECISION. CUSTOMER shall provide necessary import licenses and extensions thereof.
4. **RISK OF LOSS AND TITLE.** Title and risk of loss shall pass to CUSTOMER as soon as the Products depart REPEAT PRECISION's point of origin. INCOTERM "EXW" shall apply.
5. **LIABILITIES, RELEASES AND INDEMNIFICATION:**
 - A. In this Agreement, "**Claims**" shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or subject matter of this Agreement (including, without limitation, real or personal property loss, damage or destruction, personal or bodily injury, illness, sickness, disease or death, loss of services or wages, or loss of consortium or society).
 - B. Except as otherwise provided herein, REPEAT PRECISION shall release, indemnify, defend and hold CUSTOMER, its parent, subsidiary and affiliated or related companies, and the officers, directors, employees, consultants and agents of all of the foregoing (referred to in this Agreement as "**CUSTOMER INDEMNITEES**") harmless from and against any and all Claims for personal injury, illness, death or damage to property asserted by or in favor of any member of REPEAT PRECISION INDEMNITEES (as defined in paragraph C. below) or REPEAT PRECISION INDEMNITEES' subcontractors at any tier or their employees, agents, or invitees, **regardless of fault**.
 - C. Except as otherwise provided herein, CUSTOMER shall release, indemnify, defend and hold REPEAT PRECISION, its parent, subsidiary and affiliated or related companies, and the officers, directors, employees, consultants and agents of all of the foregoing (referred to in this Agreement as "**REPEAT PRECISION INDEMNITEES**") harmless from and against any and all Claims for personal injury, illness, death or damage to property asserted by or in favor of any member of CUSTOMER INDEMNITEES or CUSTOMER INDEMNITEES' contractors at any tier (except REPEAT PRECISION INDEMNITEES or REPEAT PRECISION INDEMNITEES' subcontractors) or their employees, agents or invitees, **regardless of fault**.
 - D. Notwithstanding paragraph B. above, should any of REPEAT PRECISION INDEMNITEES' or REPEAT PRECISION INDEMNITEES' subcontractors' instruments, equipment or tools ("**Tools**") become lost or damaged in the well when performing or attempting to perform the Services hereunder, it is understood that CUSTOMER shall make every effort to recover the lost or damaged Tools. CUSTOMER shall assume the entire responsibility for such fishing operations in the recovery or attempted recovery of any such lost or damaged Tools. None of REPEAT PRECISION's employees are authorized to do anything whatsoever, nor shall any of REPEAT PRECISION's employees be required by CUSTOMER to do anything, other than consult in an advisory capacity with CUSTOMER in connection with such fishing operations. Should CUSTOMER fail to recover such Tools lost in the well, or should such Tools become damaged in the well, or damaged during recovery, CUSTOMER shall reimburse REPEAT PRECISION the replacement value of such lost Tools or for the cost of repairing any Tools so damaged. Further, all risks associated with loss of or damage to property of REPEAT PRECISION INDEMNITEES or REPEAT PRECISION INDEMNITEES' subcontractors while in the custody and control of CUSTOMER or during transportation arranged by or controlled by CUSTOMER, shall be borne by CUSTOMER.
 - E. Notwithstanding anything contained in this Agreement to the contrary, CUSTOMER, to the maximum extent permitted under applicable law, shall release, indemnify, defend and hold REPEAT PRECISION INDEMNITEES and REPEAT PRECISION INDEMNITEES' subcontractors harmless from and against any and all Claims asserted by or in favor of any person or party, including REPEAT PRECISION INDEMNITEES, CUSTOMER INDEMNITEES or any other person or party, resulting from: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including but not limited to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) the use of REPEAT PRECISION INDEMNITEES' or REPEAT PRECISION INDEMNITEES' subcontractors' radioactive tools or any contamination resulting therefrom (including but not limited to retrieval or containment and clean-up), (v) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of REPEAT PRECISION INDEMNITEES) including but not limited to the cost of control, removal and clean-up, or (vi) damage to, or escape of any substance from, any pipeline, vessel or storage facility.
 - F. Neither party shall be liable to the other for any Consequential Damages. "**Consequential Damages**" means any indirect, incidental, consequential, special, exemplary or punitive damages or losses whatsoever, whether or not such losses were foreseeable, and includes, but is not limited to, damages for loss of profits, lost product or production, loss of revenue, loss of data, reservoir loss or damage, lost business, losses or damages to a well including economic costs to complete a well, loss of or inability to use assets including property and equipment, damages to or losses to a well including losses from business interruption, losses resulting from a failure to meet other contractual commitments or deadlines, losses from downtime of rigs, vessels or facilities, loss of goodwill or anticipated business.
 - G. In the event this Agreement is subject to the indemnity or release limitations in Chapter 127 of the Texas Civil Practices and Remedies Code (or any successor statute), and so long as such limitations are in force, each party covenants and agrees to support the mutual indemnity and release obligations contained in paragraphs B. and C. above by carrying equal amounts of insurance (or qualified self-insurance) in an amount not less than U.S. \$2,000,000.00.
 - H. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN PARAGRAPHS B. THROUGH F. OF THIS ARTICLE 5 SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF PRODUCTS OR EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. REDRESS UNDER THE INDEMNITY PROVISIONS SET FORTH IN THIS ARTICLE 5. SHALL BE THE EXCLUSIVE REMEDY(-IES) AVAILABLE TO THE PARTIES HERETO FOR THE MATTERS, CLAIMS, DAMAGES AND LOSSES COVERED BY SUCH PROVISIONS. ALL DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE APPLICABLE PURCHASE PRICE.
6. **CUSTOMER WARRANTY/BINDING AUTHORITY.** If CUSTOMER is not the sole owner of the mineral interests, the well or the field, CUSTOMER's request for Services, Equipment or Products shall constitute CUSTOMER's warranty that CUSTOMER is the duly constituted agent of each and every owner and has full authority to represent the interests of the same with respect to all decisions taken throughout the provision of any Services, Equipment or Products hereunder. CUSTOMER will defend, release, indemnify and hold REPEAT PRECISION INDEMNITEES harmless from and against all Claims resulting from the allegation by any person that CUSTOMER has misrepresented or lacked sufficient authority to represent such person as warranted by CUSTOMER in this Article.

7. **ACCESS TO WELL AND STORAGE.** With respect to onshore and offshore operations, CUSTOMER shall provide at its expense adequate means of transportation required for Equipment, Products and REPEAT PRECISION personnel to gain access to or return from a well site, and shall obtain at CUSTOMER'S sole cost and expense all permits, licenses or other authorization required for REPEAT PRECISION to enter upon work areas for the purposes contemplated. When necessary to repair roads or bridges, or to provide transportation to move Equipment, Products or REPEAT PRECISION personnel, such shall be arranged and paid for by CUSTOMER. CUSTOMER shall provide safe transportation and proper storage space at the well site, meeting all applicable safety and security requirements and consistent with good industry practices, for the Equipment and Products, including without limitation, all explosive and radioactive materials.
8. **WARRANTY**
- A. **Services:** REPEAT PRECISION warrants that the Services to be provided by REPEAT PRECISION pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the relevant work order or scope of work document agreed to in writing by REPEAT PRECISION and CUSTOMER. In the event that the Services fail to conform with such specifications, REPEAT PRECISION shall re-perform that part of the non-conforming Services, provided REPEAT PRECISION is notified thereof by CUSTOMER prior to REPEAT PRECISION's departure from the work site. REPEAT PRECISION'S responsibility to re-perform non-conforming Services shall not exceed the price of the Services nor extend to any ancillary or related costs not included in the original work order with respect to such Services.
- B. **Equipment:** REPEAT PRECISION warrants that the Equipment will be of the types specified by CUSTOMER and will be in good operating condition. Liability for loss or damage to Equipment is set forth in Article 5.
- C. **Products:** REPEAT PRECISION warrants that the Products to be provided by REPEAT PRECISION pursuant to this Agreement shall conform to REPEAT PRECISION'S published specifications or the specifications agreed to in writing by REPEAT PRECISION and CUSTOMER. REPEAT PRECISION Products shall be and remain free of defects in materials and workmanship until the earlier of (i) three months from the date of their delivery to CUSTOMER, or (ii) with respect to Products run downhole, the date same are run downhole below the rotary table ("**Warranty Period**"). If any of the Products fail to conform with such specifications upon inspection by REPEAT PRECISION, prior to being run downhole, during the Warranty Period, REPEAT PRECISION, at its option, shall replace the non-conforming Products with the type originally furnished or issue credit to the CUSTOMER, provided REPEAT PRECISION is notified thereof in writing within thirty (30) days after delivery of the particular Products. REPEAT PRECISION'S responsibility to replace non-conforming Products shall not exceed the price of the Products or extend to any ancillary or related costs not included in the original work order with respect to such Products.
- D. **Specialty Products:** In the event REPEAT PRECISION is to provide Products to CUSTOMER based upon CUSTOMER'S specific request that REPEAT PRECISION develop, manufacture, test or put to use Products that are intended to satisfy a unique need identified by CUSTOMER and are not "standard" Products of REPEAT PRECISION ("**Specialty Products**"), CUSTOMER hereby recognizes and agrees that the Specialty Products being provided do not, necessarily, have or contain the same or similar characteristics as REPEAT PRECISION'S "standard" Products, including, but not limited to, a historical performance against which future performance can be measured. In developing, manufacturing, testing and putting to use any Specialty Products, REPEAT PRECISION will be relying upon information and specifications provided by CUSTOMER relating to the unique needs of CUSTOMER. As such, REPEAT PRECISION shall have no responsibility for the design, manufacture or engineering of any such Specialty Products, even though REPEAT PRECISION may have participated in the development and manufacture of the Specialty Products, or for any CUSTOMER-furnished materials, information and specifications. If any of the Specialty Products fail to meet the specifications provided by CUSTOMER upon inspection by REPEAT PRECISION, REPEAT PRECISION shall, at its option, replace the non-conforming Specialty Products with (i) the type originally furnished to CUSTOMER, or (ii) substituted Products having REPEAT PRECISION'S "standard" specifications and qualifications.
- E. REPEAT PRECISION'S warranty obligations hereunder shall not apply if the non-conformity was caused by (i) CUSTOMER'S failure to properly store or maintain the Products or Equipment, (ii) abnormal well conditions, abrasive materials, corrosion due to aggressive fluids or incorrect specifications provided by CUSTOMER, (iii) unauthorized alteration or repair of the Products or Equipment by CUSTOMER (iv) the Products or Equipment are lost or damaged while on CUSTOMER'S site due to CUSTOMER'S or any third party's negligence, vandalism or force majeure (including, but not limited to, lightning), or (v) use or handling of the Products or Equipment by CUSTOMER in a manner inconsistent with REPEAT PRECISION'S recommendations. Further, REPEAT PRECISION'S warranty obligations under this Article 10 shall terminate if (i) CUSTOMER fails to perform its obligations under this or any other Agreement between the parties, (ii) CUSTOMER fails to pay any charges due REPEAT PRECISION, or (iii) CUSTOMER fails to follow REPEAT PRECISION instructions regarding proper use of the Products.
- F. All non-conforming Products shall be delivered to the service facility designated by REPEAT PRECISION. All transportation charges related to the repair or replacement of non-conforming Products shall be borne by CUSTOMER. Any parts for which REPEAT PRECISION provides replacement under this warranty shall become the property of REPEAT PRECISION. With regard to materials or equipment furnished by third party vendors and/or suppliers, REPEAT PRECISION'S liability therefor shall be limited to the assignment of such third-party vendor's or supplier's warranty to CUSTOMER, to the extent such warranties are assignable.
- G. Interpretations, research, analysis, recommendations, advice or interpretational data ("**Interpretations and/or Recommendations**") furnished by REPEAT PRECISION hereunder are opinions based upon inferences from measurements, empirical relationships and assumptions, and industry practice, which inferences, assumptions and practices are not infallible, and with respect to which professional geologists, engineers, drilling consultants, and analysts may differ. Accordingly, REPEAT PRECISION does not warrant the accuracy, correctness, or completeness of any such Interpretations and/or Recommendations, or that CUSTOMER'S reliance on any third party's reliance on such Interpretations and/or Recommendations will accomplish any particular results. CUSTOMER assumes full responsibility for the use of such Interpretations and/or Recommendations and for all decisions based thereon (including without limitation decisions based on any oil and gas evaluations, production forecasts and reserve estimates, furnished by REPEAT PRECISION to CUSTOMER hereunder), and CUSTOMER hereby agrees to release, defend and indemnify REPEAT PRECISION from any Claims arising out of the use of such Interpretations and/or Recommendations. REPEAT PRECISION will endeavor to transmit data to CUSTOMER as accurately and securely as practicable in accordance with current industry practice. Notwithstanding the foregoing, REPEAT PRECISION does not warrant the accuracy of data transmitted by electronic processes and will not be responsible to CUSTOMER for accidental or intentional interception of such data by others.
- H. THIS ARTICLE 8 SETS FORTH CUSTOMER'S SOLE REMEDY AND REPEAT PRECISION'S ONLY OBLIGATION WITH REGARD TO NON-CONFORMING SERVICES, EQUIPMENT OR PRODUCTS. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 8, REPEAT PRECISION MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY SERVICES PERFORMED OR EQUIPMENT OR PRODUCTS SUPPLIED BY REPEAT PRECISION HEREUNDER.
8. **LOST-IN-HOLE COVERAGE.** In some locations, lost-in-hole coverage is available for some Equipment. Such coverage must be purchased by CUSTOMER prior to the Equipment leaving REPEAT PRECISION'S point of origin for the coverage to take effect. REPEAT PRECISION reserves the right not to offer coverage at its sole discretion.
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 hereunder, each party agrees that all such insurance policies shall (i) be primary to the other party's insurance, (ii) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured, and (iii) be endorsed to waive subrogation against the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents.
10. **CHANGE OF DESIGN.** REPEAT PRECISION expressly reserves the right to change or modify the design and construction of any of its Products without obligation to furnish or install such changes or modifications on Products previously or subsequently sold.
11. **PATENTS.** REPEAT PRECISION shall not be liable and does not indemnify CUSTOMER for damages or losses of any nature whatsoever resulting from actual or alleged patent infringement.
12. **INTELLECTUAL PROPERTY RIGHTS.** "**Intellectual Property**" means all copyrights, patents, trade secrets, proprietary software or firmware or other intellectual property rights associated with or incorporated in any ideas, concepts, know-how, techniques, processes, reports, or works of authorship owned, developed or created by a Party, and expressly includes, as to REPEAT PRECISION, any of the foregoing used or included in any Goods and Services. Unless the Parties have otherwise agreed in writing, all REPEAT PRECISION Intellectual Property (and any development, enhancement, improvement, or derivative thereof which was made, created or conceived by either Party) shall be and remain the property of REPEAT PRECISION, regardless of inventorship. To the extent any REPEAT PRECISION Intellectual Property (and/or any enhancement, improvement, or derivative thereof) is incorporated into any Goods sold to CUSTOMER, or any Rental Equipment leased to CUSTOMER, REPEAT PRECISION grants CUSTOMER a non-exclusive, non-transferrable, non-sub-licensable, revocable, royalty-free, right and license to use such REPEAT PRECISION Intellectual Property incorporated into the Goods and/or Rental Equipment, solely for the purpose of using such Goods or Rental Equipment. The foregoing does not, however, grant or extend to CUSTOMER any ownership interest in or license to use (or right to sublicense) any computer programs, software or firmware integrated or embedded in the Goods and/or Rental Equipment, unless specifically provided for in the Order with respect thereto. Unless the Parties have otherwise agreed in writing, all CUSTOMER Intellectual Property (and any development, enhancement, improvement, or derivative thereof which was made, created or conceived by either Party) shall be and remain the property of CUSTOMER, regardless of inventorship. To the extent any CUSTOMER Intellectual Property (and/or any enhancement, improvement, or derivative thereof) is incorporated into any Goods sold to CUSTOMER, CUSTOMER grants REPEAT PRECISION a non-exclusive, non-transferrable, non-sub-licensable, revocable, royalty-free, right and license to use such CUSTOMER Intellectual Property solely for the purpose of providing the Goods. Although it is not the intention of the Parties to jointly develop Intellectual Property in conjunction with the design, fabrication, manufacture, or production of Goods sold to CUSTOMER under this Agreement or any Order, if REPEAT PRECISION and CUSTOMER, or their employees or contractors, jointly develop any Intellectual Property associated with the Goods ("Joint IP"), the Joint IP shall be owned by REPEAT PRECISION, regardless of inventorship, unless the Parties have agreed to enter into a separate agreement to govern the jointly developed IP. REPEAT PRECISION hereby grants CUSTOMER, a revocable, non-exclusive, non-sub-licensable, non-transferrable, royalty free, right and license to use the Joint IP incorporated into the Goods solely for the purpose of using such Goods. Except as expressly stated above, neither REPEAT PRECISION nor CUSTOMER shall have any right or license to use, whether directly or indirectly, any of the other's Intellectual Property. Except to the extent necessary for the

maintenance or repair thereof, CUSTOMER shall not (and shall not direct nor permit any Third Party to) disassemble any Goods, or decompile, analyze or otherwise seek to reverse engineer the Goods purchased (or any component part thereof).

13. **CONFIDENTIALITY.** Each party shall maintain all data and information obtained from the other party in strict confidence, subject only to disclosure required by law or legal process. In the event that REPEAT PRECISION owns copyrights to, patents to, or has filed patent applications on, any technology related to the Services, Products or Equipment furnished by REPEAT PRECISION hereunder, and if REPEAT PRECISION makes any improvements on such technology, then such improvements shall not fall within the confidentiality obligations included herein, and REPEAT PRECISION shall own all such improvements, including drawings, specifications, calculations and other documents. The design, construction, application and operation of REPEAT PRECISION's Services, Equipment and Products embody proprietary and confidential information. CUSTOMER shall maintain this information in strict confidence and shall not disclose it to others, subject only to disclosure required by law or legal process.
14. **LIENS, ATTACHMENTS AND ENCUMBRANCES.** Should CUSTOMER commit a breach of any terms and conditions of this Agreement, become bankrupt, insolvent, go into receivership or should any creditor or other person attach or levy Customer's property or equipment, REPEAT PRECISION shall immediately have the right, without notice and without liability for trespass or damages, to retake and remove any of its Products or Equipment wherever it may be found. CUSTOMER shall release, defend, indemnify and hold REPEAT PRECISION Indemnitees harmless from any and all liens and encumbrances against Products or Equipment furnished hereunder and shall return same promptly to REPEAT PRECISION free of any liens or encumbrances.
15. **FORCE MAJEURE.** If either party is unable by reason of Force Majeure to carry out any of its obligations under this Agreement, other than obligations to pay money, then on such party giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "**Force Majeure**" shall include acts of God, laws and regulations, government action, war, civil disturbances, terrorism, strikes and labor problems, delays of vendors or carriers, lightning, fire, flood, washout, storm, breakage or accident to equipment or machinery, shortage of raw materials, and any other causes that are not reasonably within the control of the party so affected.
16. **INDEPENDENT CONTRACTOR.** It is expressly understood that REPEAT PRECISION is an independent contractor, and that neither REPEAT PRECISION nor its principals, partners, employees or subcontractors are servants, agents or employees of CUSTOMER. In all cases where REPEAT PRECISION's employees (defined to include REPEAT PRECISION's and its subcontractors' direct, borrowed, special, or statutory employees) are covered by the Louisiana Workers' Compensation Act, La. R.S. 23:102 et seq., REPEAT PRECISION and CUSTOMER agree that all Services, Products and Equipment provided by REPEAT PRECISION and REPEAT PRECISION's employees pursuant to this Agreement are an integral part of and are essential to the ability of CUSTOMER to generate the purpose of La. R.S. 23:106 (A) (1). Furthermore, REPEAT PRECISION and CUSTOMER agree that CUSTOMER is the statutory employer of REPEAT PRECISION's employees for purposes of La. R.S. 23:1061 (A) (3).
17. **LAWS, RULES AND REGULATIONS.** REPEAT PRECISION and CUSTOMER agree to be subject to all laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the Services, Equipment or Products to be provided by REPEAT PRECISION or the work site or that may otherwise be applicable to REPEAT PRECISION's or CUSTOMER's performance under this Agreement.
18. **GOVERNING LAW.** Except for Services, Equipment or Products provided, or to be provided, by REPEAT PRECISION in the United States or Canada, THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH ENGLISH LAW, EXCLUDING CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES. For Services, Equipment or Products provided, or to be provided, by REPEAT PRECISION in the United States, THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF TEXAS, USA, EXCLUDING CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES. For Services, Equipment or Products provided, or to be provided, by REPEAT PRECISION in Canada, THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF ALBERTA, CANADA, EXCLUDING CONFLICTS OF LAW AND CHOICE OF LAW PRINCIPLES.
19. **MEDIATION/ARBITRATION**
 - A. Any dispute, controversy, or claim (a "**Dispute**") arising out of this Agreement from Services, Equipment or Products provided, or to be provided, by REPEAT PRECISION in The United States or Canada, the parties will attempt to resolve any Dispute between them which results from this Agreement in a spirit of cooperation. Accordingly, the parties agree to engage in good faith negotiations to reach a rapid and equitable solution. If the parties are unable to resolve a dispute through direct negotiation, they will use the services of a mediator. Each party will bear its own expenses and an equal share of the costs of the mediators and the body administering the mediation. If the negotiation or mediation fails to reach an equitable solution to the Dispute within 45 days after the request by either party to submit the Dispute to negotiation or mediation, then the Dispute shall be referred to and finally resolved by the Federal or State courts sitting in Houston, Texas USA, which shall have exclusive jurisdiction in the United States, or the Federal or Provincial Courts sitting in Alberta, Canada, which shall have exclusive jurisdiction in Canada. Notwithstanding the provisions of this paragraph, the parties accept that they may take proceedings for injunctive or similar relief in the courts of any jurisdiction to restrain or prevent any breach of this Agreement.
 - B. Any Dispute arising out of or in connection with this Agreement from Services, Equipment or Products provided, or to be provided, by REPEAT PRECISION outside of the United States or Canada shall be referred to and determined by binding arbitration, as the sole and exclusive remedy of the parties as to the Dispute, conducted in accordance with the American Arbitration Association ("**AAA**") arbitration rules for commercial disputes, as in effect on the date hereof (the "**Rules**"), which are deemed to be incorporated by reference, and the Federal Arbitration Act (Title 9 of the United States Code), except that in the event of any conflict between those Rules and the arbitration provisions set forth below, the provisions set forth below shall govern and control. The arbitral tribunal (the "**Tribunal**") shall use the substantive laws of Texas, excluding conflicts laws and choice of law principles, in construing and interpreting this Agreement, and direct the Tribunal to respect the parties' selection of the law governing the interpretation of this Agreement. The Tribunal shall be composed of three arbitrators, with each party appointing one arbitrator, and the two arbitrators so appointed appointing the third arbitrator who shall act as Chairman of the Tribunal. Should any arbitrator fail to be appointed, as aforesaid, then such arbitrator shall be appointed by the AAA in accordance with the Rules. Should a vacancy in the Tribunal arise because any arbitrator dies, resigns, refuses to act, or becomes incapable of performing his functions, the vacancy shall be filled by the method by which that arbitrator was originally appointed. The language of the arbitration, the submission of all writings, the decision of the Tribunal, and the reasons supporting such decision, shall be in English. The arbitration shall be in Houston, Texas, and the proceedings shall be conducted and concluded as soon as reasonably practicable, based upon the schedule established by the Tribunal, but in any event the decision of the Tribunal shall be rendered within one hundred twenty (120) days following the selection of the Chairman of the Tribunal. Any decision of the Tribunal shall be made by the majority of the arbitrators comprising the Tribunal. No award shall be made for punitive, special, exemplary, indirect or consequential damages or losses, including loss of profits or loss of business opportunity. Any monetary award shall be made in U.S. Dollars, free of any tax or other deduction. The decision of the Tribunal pursuant hereto shall be final and binding upon the parties and shall be enforceable in accordance with The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958). It is the desire of the parties that any Dispute be resolved quickly and at the lowest possible cost, and the Tribunal shall act in a manner consistent with these intentions, including limiting discovery to only that which is absolutely necessary to enable the Tribunal to render a fair decision which reflects the parties' intent set forth in this Agreement.
20. **ASSIGNMENT.** REPEAT PRECISION shall have the right to assign this Agreement to any of its subsidiaries, affiliated or related companies without the consent of CUSTOMER.
21. **GENERAL.** Failure of CUSTOMER or REPEAT PRECISION to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provision of this Agreement, or a portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provisions, or portion thereof, were not contained herein. This Agreement contains all representations of the parties and supersedes all prior oral or written agreements or representations. CUSTOMER acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by both parties.