

**WELLSITE SERVICES ADDENDUM
TO THE
GENERAL TERMS FOR PROVIDING RENTALS, SERVICES OR SALES**

This wellsite services addendum ("Addendum") to the General Terms shall apply if any Work provided by Stallion for Customer is located at a well for oil, gas, or water ("Wellsite Services"). All defined terms in the General Terms shall have the same meaning under this Addendum unless separately defined herein. To the extent that the General Terms apply to Wellsite Services, the Indemnities and Insurance sections of the General Terms shall be replaced with the following terms:

1. Indemnities.

A. In this section, "Stallion Group" shall mean Stallion and its parents, affiliates, subsidiaries, subcontractors, and its and their officers, directors, employees, and invitees. "Customer Group" shall mean Customer and its parents, affiliates, subsidiaries, contractors and subcontractors (excluding members of Stallion Group), and its and their officers, directors, employees, invitees, co-venturers, lessors, and co-lessees.

B. **STALLION AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING IN CONNECTION WITH (I) ANY BODILY INJURY, INCLUDING DEATH, OF ANY MEMBER OF STALLION GROUP, (II) DAMAGE TO PROPERTY OWNED, LEASED, RENTED, IN THE POSSESSION OF, OR HIRED BY ANY MEMBER OF THE STALLION GROUP (EXCLUDING RENTAL EQUIPMENT), 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 ABOVE THE SURFACE OF THE LAND FROM PROPERTY OF STALLION GROUP, IF AND WHEN SUCH PROPERTY IS IN STALLION GROUP'S SOLE CARE, CUSTODY AND CONTROL, ARISING IN CONNECTION WITH THE GENERAL TERMS.**

C. **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 ARISING IN CONNECTION WITH (I) ANY BODILY INJURY, INCLUDING DEATH, OF ANY MEMBER OF CUSTOMER GROUP, (II) DAMAGE TO PROPERTY OWNED, LEASED, RENTED, IN POSSESSION OF, OR HIRED BY ANY MEMBER OF THE CUSTOMER GROUP, OR (III) ANY POLLUTION OR CONTAMINATION (INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGE, CONTROL, REMOVAL, RESTORATION AND CLEAN-UP OF ALL POLLUTION OR CONTAMINATION) WHICH IS NOT INCLUDED UNDER STALLION'S RESPONSIBILITY SET FORTH UNDER SECTION 8(B).**

D. **NOTWITHSTANDING ANYTHING CONTAINED IN THESE GENERAL TERMS 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 ANY 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 THESE GENERAL TERMS (INCLUDING RETRIEVAL, REMOVAL OF DEBRIS OR CLEANUP OF CONTAMINANTS).**

E. IT IS THE EXPRESS INTENTION OF CUSTOMER AND STALLION THAT ALL INDEMNITY OBLIGATIONS SHALL BE (I) SUPPORTED BY INSURANCE; (II) BE WITHOUT LIMIT OTHER THAN AS REQUIRED BY APPLICABLE LAW; AND (III) BE WITHOUT REGARD TO THE ALLEGED OR ACTUAL CAUSE OR CAUSES THEREOF, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OR FAULT OF ANY PARTY; PRE-EXISTING CONDITIONS; BREACH OF WARRANTY; BREACH OF CONTRACT; BREACH OF DUTY (STATUTORY, CONTRACTUAL, COMMON LAW OR OTHERWISE); STRICT LIABILITY; CONDITION OF RUIN OR DEFECTIVE PREMISES, EQUIPMENT, FACILITIES OR APPURTENANCES.

F. 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.

G. Notwithstanding any other provision in these General Terms, gross negligence and willful misconduct shall be the sole and exclusive responsibility of the actor. Notwithstanding such fact, an allegation of gross negligence or willful misconduct on the part of an indemnified party shall not diminish the indemnity or defense obligations of the indemnifying party; provided however, that any damage awards, to the extent arising from the gross negligence of willful misconduct of the indemnified party, shall be the responsibility of the indemnified party and excluded from the indemnitor's indemnity obligations hereunder.

2. **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 commencement or Delivery of any Work under these General Terms.

(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 over (i) and (ii) above - With limits of \$5,000,000 Aggregate

(iv) Workers Compensation and Employer's Liability in compliance with applicable statutory requirements.

(v) Any other insurance reasonably required by applicable law with respect to the Work being provided.

B. 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.

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.

Except as expressly provided in this Addendum, all of the terms and provisions of the General Terms are and will remain in full force and effect.