

Standard Terms and Conditions of Rental for McCoy Global Inc.

1. GENERAL

a. The rental of goods (“**Equipment**”) by McCoy Global Inc. or any of its subsidiaries or affiliates, collectively and individually known as “**MCCOY**”, are subject to the following Standard Terms and Conditions of Rental. The renter of the Equipment shall be hereinafter referred to as “**RENTER**”. Upon the date of MCCOY receipt of RENTER’s written acceptance of MCCOY’s offer, RENTER and MCCOY shall be deemed on such date to have entered into a legally binding and enforceable agreement for the rental of the Equipment described therein and, together with these Standard Terms and Conditions of Rental, shall constitute the “**Agreement**”. As to RENTER and MCCOY, respectively, “**Related Parties**” shall mean such party, its affiliate entities and all of their respective officers, directors, employees, agents, consultants, contractors, and designees. “**Rental Period**” shall mean the period of time between when (i) risk of loss passes to the RENTER and (ii) when the Equipment is returned, and risk of loss passes back, to MCCOY. “**Claims**” shall mean any and all losses, causes of action, liability, claims, demands, damages, judgements, fines, penalties, awards, costs or expenses (including legal fees and expenses on a solicitor-client basis).

b. NOTWITHSTANDING THE TERMS AND CONDITIONS CONTAINED IN ANY AGREEMENT, NO TERMS AND CONDITIONS CONTAINED IN ANY ORDER PLACED WITH MCCOY, OTHER THAN THOSE STATED HEREIN, SHALL BE BINDING ON MCCOY, UNLESS HEREAFTER MADE IN WRITING, SPECIFICALLY REFERRING TO THE MODIFIED TERMS AND CONDITIONS AND SIGNED BY AN AUTHORIZED OFFICER OF MCCOY. IN ALL OTHER EVENTS THESE STANDARD TERMS AND CONDITIONS OF RENTAL SHALL GOVERN ANY RENTAL ORDER PLACED WITH MCCOY.

c. THESE STANDARD TERMS AND CONDITIONS OF RENTAL WILL SUPERSEDE AND GOVERN ALL AGREEMENTS BETWEEN THE PARTIES RELATIVE TO THIS TRANSACTION, AND THERE IS NO AGREEMENT COLLATERAL HERETO (WHETHER ENTERED INTO BEFORE OR AFTER THE ORDER IS PLACED WITH MCCOY) OR ANY REPRESENTATION OR WARRANTY WHICH SHALL BE BINDING UPON MCCOY UNLESS SIGNED BY AN AUTHORIZED OFFICER OF MCCOY.

2. RENTER ACKNOWLEDGEMENT

MCCOY reserves the right to require an authorized representative of the RENTER to provide to MCCOY such written evidence as an authorized representative of MCCOY may reasonably require acknowledging to RENTER’s acceptance of these Standard Terms and Conditions of Rental. Notwithstanding that no such written evidence is provided, these Standard Terms and Conditions of Rental shall constitute part of the Agreement.

3. VALIDITY

MCCOY’s quoted prices for rental of Equipment are valid only for the time period stated in MCCOY’s written quotation.

4. DELIVERY OF EQUIPMENT

Equipment shall be shipped in accordance with INCOTERMS 2010, and risk of loss shall pass accordingly. Title to the Equipment shall remain at all times with MCCOY. Delivery time will be subject to availability of Equipment at the date of the Agreement. Claims for any damage, shortage or loss in transit of Equipment supplied by MCCOY must be made by RENTER to the carrier.

5. PAYMENT TERMS

Unless otherwise specified in the Agreement the following shall apply:

- i. Unless otherwise agreed to by MCCOY in the quote, all rental payments are due on the first (1st) of every month during the Rental Period and shall be made either by check or wire transfer to MCCOY.
- ii. MCCOY may require non-refundable deposits, letters of credit or down payments at time of placement of order as specified in the Agreement. No interest or other amounts will be required to be accrued or paid by MCCOY to RENTER in connection with such deposits. All deposits are considered nonrefundable.
- iii. RENTER agrees to pay all applicable taxes and other charges associate with the Equipment during the Rental Period.
- iv. MCCOY may, in its sole discretion, charge interest at the rate of 18% per annum on past due amounts, calculated and compounded monthly, not in advance, until paid in full.

6. REMEDY FOR FAILURE TO PAY RENT

If the payment is not received by MCCOY within five (5) business days after any payment is due, MCCOY may, in its sole discretion, charge interest at the rate of 18% per annum on unpaid amounts, calculated and compounded monthly, not in advance, until paid in full.

7. RENTER RESPONSIBILITIES

a. All risks incidental to the RENTER’s use and operation of the Equipment or any of its components will be and are RENTER’s responsibility. **MCCOY DOES NOT AND WILL NOT HAVE ANY OBLIGATION OR LIABILITY, OR BE RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE, LOSS OF USE, LOSS OF RIG USE, LOSS OF REVENUE OR PROFIT, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS WHATSOEVER, OR FOR ANY OTHER DAMAGES,** whether arising from the rental, use or operation of the Equipment or while the Equipment is in the possession or

control of RENTER. RENTER will use and operate the Equipment, and cause its employees, agents and contractors to use and operate the Equipment, in accordance with the manufacturer's specifications, directives, operating guidelines and manuals, materially in accordance with industry standards for this type of equipment and in a safe and non-hazardous manner in accordance with RENTER's ordinary course safety policies (which RENTER represents and warrants comply with or exceed industry standards).

b. DURING THE RENTAL PERIOD, RENTER SHALL BEAR THE ENTIRE RISK OF LOSS OF, THEFT, DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT BY ANY PARTY, HOWEVER, WHENEVER AND WHEREVER CAUSED, and shall immediately notify MCCOY upon any loss of, theft, damage to or destruction of any part of the Equipment. During the Rental Period, RENTER will, at its sole cost and expense: (i) maintain and repair the Equipment in accordance with the MCCOY's directions and specifications, and industry standards for this type of equipment, ordinary wear and tear excepted; (ii) obtain any required replacement parts or service from the MCCOY or a party approved by the MCCOY; (iii) ensure that the Equipment retains its certification and take any necessary steps to re-certify the Equipment in a timely and diligent manner; (iv) allow MCCOY and its Related Parties, at its and their sole risk and expense, to inspect the Equipment from time to time during normal business hours and after reasonable notice is given by MCCOY to RENTER of an inspection request, provided that, at all times during any such inspection, MCCOY and its employees and agents will adhere to RENTER's safety policies and procedures; and (v) provide the location of the Equipment to MCCOY as and when the Equipment is used or moved from one location to another location where such move involves more than 10 miles, in each case, after leaving MCCOY's premises.

c. RENTER shall not (i) move any portion of the Equipment from the place as noted on the order, or (ii) alter any portion of the Equipment, without MCCOY's prior written consent, which consent may be withheld at the sole discretion of MCCOY.

d. RENTER shall not transfer, sell, sub-rent, assign, pledge, grant a security interest in, or otherwise permit any liens against or encumber the Equipment, without MCCOY's prior written consent, which may be withheld without justification. In any event, no assignment or other transfer of this Agreement will release the RENTER from its obligations hereunder.

8. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under the Agreement (other than for delay in the payment of any amount due and payable including accrued interest prior to the date of the Force Majeure, as hereafter defined) to the extent such failure or delay is caused by reasons of force majeure beyond that party's reasonable control and not caused by that party's fault or negligence ("Force Majeure") including, but not limited to, the occurrence of natural disasters such as earthquakes,

hurricanes and floods, the occurrence of war, riot, acts of terrorism or other major upheaval, the imposition of trade sanctions or trade embargoes (including denied and sanctioned parties), the failure of suppliers, subcontractors, and carriers, and/or other necessary parties to substantially meet that party's performance obligations under the Agreement. As a condition precedent to the non-performing party's claim of Force Majeure, the non-performing party must give written notice to the other party, within five (5) days after the Force Majeure, and provide complete details in respect of the occurrence of the cause relied upon to excuse performance. The dates by which performance obligations are scheduled to be met will be extended for that period of time which is equal to the time lost due to any delay caused by the Force Majeure.

9. LIMITED WARRANTY

a. Unless otherwise specified in writing in the Agreement, MCCOY warrants its Equipment to be free from defects in materials and workmanship for a period of thirty (30) days from date risk of loss passes to RENTER. Should any part of such Equipment be found, under normal use and service during the warranty period to be defective, MCCOY will repair or replace such Equipment at its factory location, provided such defective Equipment or part is returned to that location by the RENTER on a prepaid freight basis, that the MCCOY return material authorization number, invoice number and RENTER'S order number are noted on the shipping container and that inspection of the original Equipment establishes the claim defect to the satisfaction of the MCCOY in its sole discretion. The warranty shall not apply to Equipment upon which repairs or alterations have been made (unless authorized by MCCOY in writing) or for Equipment misused, neglected and/or incorrectly installed, operated or maintained.

b. MCCOY provides no warranty with respect to components manufactured by others which are subject to the warranties of their respective manufacturers that are used in MCCOY's Equipment or sold by MCCOY. Should any such component, provided by MCCOY, fail within the manufacturer's warranty period, such component must be returned to MCCOY by the RENTER on a prepaid freight basis in accordance with Article 12 so it can be returned to the original component manufacturer's facility for evaluation and disposition.

c. Any Equipment that is repaired by MCCOY is warranted to be free from defects in materials and workmanship for a period of thirty (30) days from the date of completion of repair.

d. No warranty shall apply (i) to goods upon which repairs or alterations have been made (unless authorized by MCCOY), (ii) for goods misused, neglected and/or incorrectly installed, stored or operated or (iii) to goods which have not been operated or maintained by demonstrably competent personnel.

e. On-site warranty service may be provided by MCCOY upon request by RENTER, and subject to conditions contained in section 10 below, during the original warranty

period for MCCOY's Equipment which cannot be returned by the RENTER to MCCOY's designated service location due to logistical or financial reasons acceptable to MCCOY. RENTER will be responsible for all normal travel and living expenses incurred by MCCOY's technicians during any warranty service call and all costs associated with the transportation, taxes, duties and importation costs of all replacement components. RENTER will also be responsible for the transportation, importation and exportation expenses associated with any special tools required for this warranty work. RENTER will not be responsible for daily service charges associated with on-site repairs which are determined by MCCOY to be a covered warranty defect. Daily service charges for repairs determined by MCCOY to be the result of misuse, neglect, modification or incorrect installation or operation will be the responsibility of RENTER.

f. MCCOY's liability and RENTER's sole remedy under this warranty is limited to such repair or replacement subject to the conditions stated herein, and MCCOY shall make no allowance for repairs, replacements and/or alterations unless made with MCCOY's prior written approval. **THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND MCCOY HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. FIELD SERVICE SUPPORT

a. MCCOY may provide qualified technicians to provide field service support for final installation, commissioning, training and required service regardless of whether such work is determined by MCCOY to be warranty work. MCCOY reserves the right to decline to provide field service support upon request if qualified technicians are unavailable or if logistical issues and/or if geopolitical situations may, in MCCOY's discretion, jeopardize the personal safety of MCCOY's personnel. When technicians are dispatched to provide field service support, RENTER agrees to provide a purchase order for the amount of the estimated service costs, paid within thirty (30) days from invoice, in respect of all MCCOY's charges, including the prevailing daily service charges, mileage charges, normal travel and living expenses from the time that MCCOY's technician leaves MCCOY's designated point of origin until the time that the technicians return to the point of origin. All such charges which exceed RENTER's approved available credit limit at the time of any field service call, must be prepaid to MCCOY by RENTER before mobilization. MCCOY shall have no obligation to supply such technician until such charges are paid, unless alternative terms or credit limits determined by MCCOY are established. Any parts which are deemed by MCCOY's technicians to be defective in material or workmanship will be provided free of charge to RENTER during the warranty term as stated above; however, RENTER will be responsible for all transportation and importation costs associated with these components. Reimbursement to RENTER by MCCOY for any excess prepaid costs, or for costs of parts replaced under warranty, will be made to RENTER within thirty (30)

days from the date of MCCOY's technician return to MCCOY's designated point of origin or the date of receipt of the defective parts in the MCCOY's designated location, whichever is later.

b. When MCCOY provides field services support for final installation, commissioning and training RENTER'S personnel for certain Equipment (including bucking units), RENTER will be responsible for providing utilities, materials and labor to prepare the site for installation and pre-install goods in accordance with MCCOY's written requirements. Failure of RENTER to complete these responsibilities prior to the arrival of MCCOY's service personnel will result in additional charges and/or delays in completion of final installation and commissioning. If required, RENTER is to provide a technical translator familiar with the English language and in particular, familiar with oilfield industrial or transportation terminology to facilitate this process. Should the stay of MCCOY's service personnel be extended as a result of causes beyond the control of MCCOY or MCCOY's personnel, RENTER agrees to reimburse MCCOY for those documented expenses in excess of the pre-paid estimated or approved available credit limit amount within fourteen (14) days from invoice. MCCOY may, in its sole discretion, charge interest at the rate of 18% per annum on unpaid amounts, calculated and compounded monthly, not in advance until paid in full. RENTER also agrees to pay all reasonable legal expenses and agency commissions sustained by MCCOY in pursuit of any payment which is past due, on a full indemnity basis.

11. ACCEPTANCE

a. RENTER shall be deemed to take possession of the Equipment at the location designated by MCCOY and is responsible for and bears the expense of transporting the Equipment from such location or other designated site. RENTER will provide written acceptance of the Equipment to MCCOY no later than five (5) business days after taking possession (deemed or actual) of the Equipment (the "**Acceptance Deadline Date**").

b. Upon RENTER accepting the Equipment in writing on or before the Acceptance Deadline Date, then RENTER will be deemed to have acknowledged that the Equipment is in good working order and good repair for the use that RENTER intends, is properly certified, and the Equipment meets or exceeds any required specifications or requirements including any required certifications, for its operation or use.

12. REMOVAL AND RETURN

a. The removal of the Equipment and its components (e.g., from the rig and from storage), and all disconnects and removal of the modules and control station, will be at RENTER's expense. If RENTER does not accept the Equipment in writing on or before the Acceptance Deadline Date, then the Equipment will be returned to MCCOY in the same or better condition as it exists on the date hereof.

b. At the end of the Rental Period, RENTER shall return the Equipment to MCCOY and such Equipment shall be in good repair, condition and working order, normal wear and tear

excepted. RENTER shall pay all costs association or related to restoring the Equipment to its original condition, as of the date this Agreement commenced, normal wear and tear excepted.

13. CONFIDENTIAL INFORMATION, TECHNOLOGY AND PROPRIETARY RIGHTS

a. The parties acknowledge that certain confidential information may be exchanged in the course of executing this Agreement and that all aspects of all discussions and materials exchanged will be treated as confidential and will not be disclosed to any third parties, except as permitted herein. Both parties agree to protect the other parties' confidential information by not discussing, disclosing, copying and/or distributing this information to any employee who is not actively involved in the project. Furthermore, the terms of employment for employees involved in this project must include an agreement to protect the confidentiality of both parties' confidential information. Examples of confidential information include, but are not limited to, bids or proposals, methods of manufacturing, engineering or manufacturing drawings, specifications and tolerances, operating procedures and processes, test reports, test methods, control systems, computer programs and instructions and similar information which is not available (or should not be made available) to competitors. Both parties agree to specifically label all confidential information as such. No written information shall be regarded as confidential information if it is not labeled or if it can be shown that such information: 1) is already in the public domain; 2) is already known to the other party; 3) is independently developed by the other party; 4) is disclosed by a third party through no fault of either party; and 5) is required by either party to be disclosed under applicable law or by a court of competent jurisdiction.

b. Any confidentiality obligation imposed by this Agreement may be waived by written agreement of the parties. The parties acknowledge that their respective obligations hereunder will survive termination for a period of five (5) years after the effective date of termination of this Agreement. Within thirty (30) days after the effective date of termination of this Agreement, all written confidential information belonging to the other party will be returned or destroyed.

To the extent necessary to obtain subcontractor bids, to present design proposals to qualified customers, or to obtain governmental or regulatory body assessment/approval, MCCOY is permitted to supply select portions of the confidential information to such third parties. Any such disclosure shall be reviewed and approved in writing by RENTER. Submissions of confidential information to third parties must be made under a signed confidentiality agreement prohibiting unauthorized disclosure, reproduction in any form, distribution or use of such information. Third parties are required to agree to return all confidential information upon request.

c. Both parties agree that the other party currently possesses certain core technology and proprietary rights to ideas, goods and processes related to their own area of expertise

and business. Technology includes, but is not limited to, confidential and proprietary information developed by either party concerning their own existing or proposed goods and services, trade secrets and technical data. Proprietary rights include, but are not limited to, existing and proposed goods or methods which are covered by issued patents, pending patents or which are under review or development. The Agreement does not transfer the rights to one party's technology or proprietary rights to the other party or permit use of such rights except as expressly permitted by the Agreement. All documents, drawings, specifications, procedures, processes, methods and systems, which are developed by one party and supplied to the other party will remain the property of the originating party. Both parties agree not to design or build identical or similar goods either in part or in whole for any third party or for their own use using the other party's technology or proprietary rights.

14. INDEMNIFICATION FOR PATENT INFRINGEMENT

RENTER agrees to indemnify MCCOY, in respect of all losses, causes of action, liability, claims, demands, damages, judgements, awards, costs or expenses, including legal expenses on a full indemnity basis, arising out of patent infringement claims arising from modifications made by RENTER to MCCOY's goods unless such modification has been approved by MCCOY in writing.

15. INSURANCE

a. The RENTER shall, at its own expense, place and maintain, during the rental period, with insurers acceptable to the MCCOY: (i) comprehensive all risks insurance on the Equipment for its full replacement value, such insurance to include a loss payable clause in favour of the MCCOY as first loss payee; (ii) general public liability and property damage insurance with limits of liability equal to at least Five Million (\$5,000,000.00) U.S. Dollars per occurrence (or such greater amount as the MCCOY may require from time to time), and such insurance shall: (1) extend to all liabilities of the RENTER arising out of its use or possession of Equipment, and (2) include a cross-liability which insures each person insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each.

b. All insurance policies shall contain endorsements providing that: (i) thirty (30) days' written notice shall be provided to the MCCOY before a policy lapses or is materially altered or cancelled; (ii) coverage shall be primary and not contributory; (iii) MCCOY and its Related Parties shall be named additional insureds and the MCCOY's and its Related Parties' interest as additional insureds shall not be invalidated or otherwise affected by any act or omission, deliberate, negligent or otherwise of the RENTER or its agents, servants or employees (such as a "standard mortgagee clause"); (iv) the MCCOY shall not be responsible for payment of any premium; and (v) the MCCOY may elect to have all proceeds of insurance payable only to itself. The RENTER shall, on request, supply the MCCOY with certified copies of all insurance policies or other evidence satisfactory to the MCCOY of satisfaction of

these insurance covenants. Proceeds of insurance may be applied at MCCOY's option towards replacement, restoration or repair of the Equipment and/or satisfaction of any liability to third parties, or toward payment of RENTER's obligations hereunder.

c. If the RENTER fails to fulfill its insurance obligations hereunder, then, without prejudice to the MCCOY's other rights and remedies, the MCCOY shall have the right, but not the obligation, to procure insurance covering the MCCOY's interests (but not the RENTER's interest) in the Equipment, in such form and amount and with such insurers (including an insurer affiliated with the MCCOY) as the MCCOY shall determine from time to time, all at the RENTER's expense. Such expense (the "Insurance Expense") shall include the cost of acquiring such insurance and any charges or fees for services associated with the placement, maintenance or service of such insurance, plus interest accruing on such expense at the interest rate provided herein for overdue amounts until such expense is reimbursed by the RENTER to the MCCOY. The RENTER shall pay the Insurance Expense to the MCCOY in equal installments at the same time and in the same manner as the remaining rental payments. The RENTER shall co-operate with the MCCOY's insurance agent in connection with the placement of such insurance and the processing of any claims. Nothing herein shall be deemed to obligate or entitle the MCCOY to act as an insurer hereunder or to arrange any insurance for the benefit of the RENTER. Nothing herein shall require the MCCOY to secure, maintain in force or renew any insurance, in any amounts or upon any specific terms and conditions. The MCCOY reserves the right to terminate any insurance coverage which the MCCOY may arrange, or allow same to lapse, without incurring any liability to the RENTER.

16. COMPLIANCE WITH ANTI-CORRUPTION LAWS

RENTER represents and warrants, in connection with the transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it shall take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act, Canadian Corruption of Foreign Public Officials Act, UK Bribery Act or any other applicable anti-bribery or anti-corruption law, convention or regulation (collectively, "anti-corruption laws"). RENTER acknowledges and confirms that it and its Related Parties are familiar with the provisions of the anti-corruption laws. RENTER hereby agrees to indemnify, defend and hold harmless MCCOY and its Related Parties from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by RENTER or any of its Related Parties of this Article. MCCOY reserves the right to immediately terminate this Agreement in its entirety, without liability to RENTER, if MCCOY has a good faith basis for believing RENTER or any of its Related Parties has violated or intends to violate any country's anti-corruption laws.

17. COMPLIANCE WITH EXPORT RESTRICTIONS

a. Equipment may be subject to the export control laws of the United States, Canada or other countries where its products are sold. RENTER acknowledges that it will comply with all such laws and regulations, and obtain all licenses to export, re-export or import Equipment as may be required. RENTER will not, without first obtaining any necessary licenses, export or re-export any Equipment, related proprietary information or technical data: (i) for any prohibited end uses; (ii) to any prohibited destinations; or (iii) to any individuals or entities that are presently on any denied party lists. Diversion contrary to U.S. law is strictly prohibited.

b. MCCOY shall not be liable to RENTER for any failure to provide Equipment or technical data as a result of any of the following governmental actions: (1) refusal to grant export or re-export licenses; or (2) cancellation of export or re-export licenses. RENTER hereby agrees to indemnify, defend and hold harmless MCCOY and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by RENTER or any of its Related Parties of this Article.

18. CONSEQUENTIAL DAMAGES WAIVER

Notwithstanding anything contained in this Agreement to the contrary, MCCOY shall not, in any event, be liable for any special, incidental, consequential or indirect damages, loss of profits or revenues, or for any claims, damages, costs or expenses (including legal expenses) or delay caused by defective material or workmanship (collectively "Consequential Damages") and RENTER hereby releases MCCOY and its Related Parties from all such Consequential Damages, regardless of how such Consequential Damages are caused, **INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR STRICT LIABILITY OF, BREACH OF CONTRACT, WARRANTY OR DUTY BY THE RELEASED PARTY.**

19. INDEMNITY

a. RENTER shall release, indemnify, defend and hold harmless MCCOY and its Related Parties from and against all Claims for (i) damage to, or destruction of, property or injury (including death) to any person whatsoever, including without limitation to RENTER, its Related Parties, any of its or their customers, contractors or suppliers, arising from or related to the rental or use or operation of MCCOY's goods or services, **REGARDLESS OF THE CAUSE INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF, OR BREACH OF CONTRACT, WARRANTY OR DUTY BY MCCOY OR ITS RELATED PARTIES;** and (ii) for any breach of any of the terms and conditions of this Agreement by PURCHASER.

b. Furthermore, notwithstanding anything contained in the Agreement to the contrary, to the maximum extent permitted under law, RENTER shall release, indemnify, defend and

hold harmless MCCOY and its Related Parties from and against any and all Claims, asserted by, derived from or in favor of any person, party or entity, in respect of or resulting from: (i) loss of or damage to any well or hole (including the cost of re drill); (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including 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 or gas therefrom; and/or (iv) 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 MCCOY) including but not limited to the cost of control, removal and clean-up, **REGARDLESS OF THE CAUSE INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF, OR BREACH OF CONTRACT, WARRANTY OR DUTY BY MCCOY OR ITS RELATED PARTIES.**

20. WAIVER

The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. Waiver by a party of any breach of these provisions shall not be construed as waiver of any other breach.

21. SEVERABILITY

In the event that any provision of this Agreement will be invalid, illegal or unenforceable, it will not affect the validity, legality or enforceability of any other provision of this Agreement.

22. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas, USA, exclusive of its conflicts of laws rules and principles. Each party submits to the jurisdiction of any state or federal court sitting in Harris County, Texas, in any action, lawsuit or dispute arising out of or relating to this Agreement and agrees that all claims shall be heard and determined in any such court. Each party also agrees not to bring any action, lawsuit or dispute arising out of or relating to this Agreement in any other court. Each party waives any defense of inconvenient forum to the maintenance of any action, lawsuit or dispute so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

23. LEGAL EXPENSES

In the event it is necessary for any party to enforce any provision of the Agreement, then in that event, the prevailing party shall be entitled to recover reasonable legal expenses on a full indemnity basis. Also the RENTER agrees to pay all reasonable legal expenses sustained by MCCOY in pursuit of any payment which is past due, on a full indemnity basis.

24. NOTICES

All notices required or permitted to be given hereunder must be in writing and shall be deemed effectively given when received or, if not received, when deposited with the post office as certified mail, return receipt requested, to the address of the party as contained in the Agreement, or as otherwise provided by either party upon notice to the other party.

25. SCOPE OF EQUIPMENT

a. MCCOY will provide to RENTER the Equipment as described in and subject to the terms and conditions of this Agreement which may be amended or modified by supplementary change orders agreed to by both parties in such event, the Equipment to be provided shall be deemed to include the Equipment described in such supplementary change orders. MCCOY will provide such resources and utilize such employees and/or third party consultants as it deems necessary to provide the Equipment.

b. RENTER agrees to provide MCCOY with such information, materials, and technology owned or controlled by RENTER as MCCOY reasonably requires to provide the Equipment. RENTER hereby grants MCCOY a royalty-free, non-exclusive, world-wide license to use RENTER's technology, and all RENTER intellectual property rights covering such RENTER's technology solely in order for MCCOY to provide the goods and services during the term of and in accordance with the Agreement. RENTER agrees to obtain for MCCOY the right to use, for the purpose of providing the Equipment and services, such third party information, materials and technology, and any intellectual property rights therein, as MCCOY reasonably requires in order to provide the Equipment and services.

c. RENTER and MCCOY agree to cooperate in good faith to permit MCCOY to provide the Equipment in a timely and professional manner. RENTER understands and agrees that MCCOY's provision of the Equipment may depend on the completion of certain RENTER tasks or adherence to RENTER schedules within RENTER's control; consequently the schedule for provision of the Equipment or any portion thereof may require adjustments or changes in the event such RENTER tasks or schedules change or are modified or are not completed as anticipated. MCCOY shall bear no liability or otherwise be responsible for delays in the provision of Equipment or any portion thereof occasioned by RENTER's failure to complete in a timely manner a RENTER task or adhere to a RENTER schedule.

26. ASSIGNMENT; SOURCE OF PRODUCTION

a. RENTER shall not assign its rights or obligations hereunder without the prior written consent of MCCOY, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of the foregoing shall be void and of no force or effect.

b. Subject to compliance with RENTER's applicable product quality, specifications and delivery requirements specified in the Agreement, MCCOY reserves the right to

source production of the Equipment supplied hereunder from any facilities which are owned by any entity controlling, controlled by or under common control with MCCOY. MCCOY shall have no responsibility for meeting RENTER's country-of-origin product content requirements (if any) unless MCCOY agrees in writing of such requirements at the time RENTER places its order with MCCOY.

27. CONSTRUCTION

No provision of this Agreement may be construed against MCCOY as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

28. DEFAULT; REMEDIES

a. RENTER is in default (each, a "**Default**") under this Agreement if: (i) RENTER fails to pay any amount due under this Agreement when due and such default persists for a period of more than five (5) business days after MCCOY delivers notice of such default to RENTER; (ii) RENTER fails to comply with any other provision of this Agreement; (iii) RENTER defaults under any other provision of this Agreement or other contract between RENTER and MCCOY and such default persists for a period of more than five (5) business days after MCCOY delivers notice of such default to RENTER, or RENTER knew or should have known of such default; (iv) the Equipment is lost, stolen, damaged or destroyed and such loss, damage or destruction is not covered by insurance; (v) RENTER makes any assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, initiates any bankruptcy or insolvency proceeding, ceases or threatens to cease to do business as a going concern or seeks any arrangement or composition with its creditors; or (vi) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against RENTER or its property and such proceeding is not stayed or dismissed within thirty (30) days.

b. Upon the occurrence of an event of Default, MCCOY shall provide written notice of such Default (to the extent practical), and RENTER shall cure within the grace period so described above, or if no grace period provided, as soon as reasonably practical. If the Default is not cured within the applicable time period, then, in addition to all rights and remedies at law and equity, MCCOY may (i) accelerate all remaining rental payments and such payments shall be immediately due and payable, (ii) without notice and without resort to legal process, enter the premises where the Equipment is located and take immediate possession of the Equipment without incurring any liability to RENTER, and (iii) terminate this Agreement and pursue any and all remedies available to MCCOY at law and in equity, by statute or otherwise.