

3613A Y Road
Madison, KS 66860
Ph: 620-437-2661
Fax: 620-437-2881



HURRICANE SERVICES INC

104 Prairie Plaza Parkway
Garnett, KS 66032
Ph: 785-448-3100
Fax: 785-448-3102

FED ID# 48-1214033
MC ID# 165290

Remit to: Hurricane Services, Inc.
250 N. Water, Suite 200
Wichita, KS 67202

Customer:

VAL ENERGY, INC
125 N MARKET
STE 1710
Wichita, KS 67202

Invoice Date: 7/16/2018
Invoice #: 0039098
Lease Name: WRIGHT FARMS
Well #: 1-2 (NEW)
County: THOMAS

Date/Description	HRS/QTY	Rate	Total
ICT1202 Two stage LS (new)	0.000	0.000	0.00
Heavy Eq mileage	135.000	2.763	372.94
Light Eq Mileage	45.000	1.275	57.38
Ton Mileage one way	766.890	1.105	847.41
Cement Pump 230	1.000	807.500	807.50
Cement plug container	1.000	233.750	233.75
H-CON	400.000	15.300	6,120.00
Hi-Long	125.000	14.450	1,806.25
Bentonite Gel	118.000	0.255	30.09
Calcium Chloride	1,128.000	0.850	958.80
KOL Seal	625.000	0.552	345.31
Salt	14.000	5.950	83.30
FLO Seal	100.000	1.828	182.75
Defoamer CAF-38	30.000	5.100	153.00
CFL160-Fluidloss additive	71.000	7.013	497.89
Mud flush	500.000	0.850	425.00
Cement baskets 5 1/2"	2.000	221.000	442.00
5 1/2" Floatshoe-Flapper AFU	1.000	229.500	229.50
Defoamer-CAF-34	2.000	42.270	84.54
5 1/2" LD Plug & Baffle	1.000	282.630	282.63
5 1/2" 2 Stage DV Tool	1.000	4,250.000	4,250.00

Total 18,210.04

All invoices are due upon receipt. Interest at the rate of 1 1/2% per month may be charged on all invoices not paid within 30 days from date of invoice.

WE APPRECIATE YOUR BUSINESS!



HURRICANE SERVICES INC

Customer	Val energy	Lease & Well #	Wright Farms 1-2	Date	7/16/2018
Service District	Oakley, KS	County & State	Thomas, KS	Legals S/T/R	2/8/1937
Job Type	2 stage LS	<input checked="" type="checkbox"/> PROD	<input type="checkbox"/> NJ	<input type="checkbox"/> SWD	Job #
Equipment #	Driver	<input checked="" type="checkbox"/> New Well? <input checked="" type="checkbox"/> YES <input type="checkbox"/> No Ticket # ICT1202			
Job Safety Analysis - A Discussion of Hazards & Safety Procedures					
230	Paul	<input checked="" type="checkbox"/> Hard hat	<input checked="" type="checkbox"/> Gloves	<input type="checkbox"/> Lockout/Tagout	<input type="checkbox"/> Warning Signs & Flagging
163	Eddie	<input checked="" type="checkbox"/> H2S Monitor	<input checked="" type="checkbox"/> Eye Protection	<input type="checkbox"/> Required Permits	<input type="checkbox"/> Fall Protection
242	Garrett	<input checked="" type="checkbox"/> Safety Footwear	<input type="checkbox"/> Respiratory Protection	<input checked="" type="checkbox"/> Slip/Trip/Fall Hazards	<input checked="" type="checkbox"/> Specific Job Sequence/Expectations
26	Dane	<input checked="" type="checkbox"/> FRC/Protective Clothing	<input type="checkbox"/> Additional Chemical/Acid PPE	<input checked="" type="checkbox"/> Overhead Hazards	<input checked="" type="checkbox"/> Muster Point/Medical Locations
	Ramiro	<input checked="" type="checkbox"/> Hearing Protection	<input checked="" type="checkbox"/> Fire Extinguisher	<input type="checkbox"/> Additional concerns or issues noted below	
Comments 125 sacks of cement, 1128lbs of calcium chloride, 752lbs gypsum, 752lbs melso, 100 lbs flo seal came from Medicine lodge.					

Product/Service Code	Description	Unit of Measure	Quantity	Net Amount
C001	Heavy Equip. One Way	mi	135.00	\$372.94
C002	Light Equip. One Way	mi	45.00	\$57.36
C003	Ton Mileage - One way	mi	766.89	\$847.41
C019	Cement Pump	ea	1.00	\$807.60
C012	Cement Plug Container	job	1.00	\$233.75
CP003	H-Con	sack	400.00	\$6,120.00
CP005	H-Long	sack	125.00	\$1,808.25
GP016	Bantonite Gel	lb	118.00	\$30.09
GP017	Calcium - Chloride	lb	1,120.00	\$958.00
CP018	KOL-Seal	lb	625.00	\$346.31
CP023	Sall	sack	14.00	\$83.30
CP020	FLO-Seal	lb	100.80	\$182.76
CP029	Defoamer	lb	30.00	\$153.00
CP040	Fluid Loss Additive - Cementing	lb	71.00	\$497.89
CP032	Mud Flush	gal	500.00	\$426.00
CP094	5 1/2" Cement Baskets	ea	2.00	\$442.00
CP086	5 1/2" DV Tool - 2 Stage	ea	1.00	\$4,250.00
CP084	5 1/2" Float Shoe - AFU Flapper Type	ea	1.00	\$229.50
CP042	Liquid Defoamer	gal	2.00	\$84.54
CP095	5 1/2 LD Plug & Baffle	ea	1.00	\$282.63

Customer Section: On the following scale how would you rate Hurricane Services Inc.?

Were you satisfied with your services today?
 1 2 3 4 5 6 7 8 9 10
 Not Satisfied Extremely Satisfied

How likely is it you would recommend H.S.I. to a colleague?
 1 2 3 4 5 6 7 8 9 10
 Unlikely Extremely Likely

Total Taxable	\$ -	Tax Rate:		Net:	\$18,210.03
State tax laws deem certain products and services used on new wells to be sales tax exempt. Hurricane Services relies on the customer provided well information above to make a determination if services and/or products are tax exempt.				Sale Tax:	\$ -
				Total:	\$ 18,210.03

HSI Representative: *Dane Rotzloff*

TERMS: Cash in advance unless Hurricane Services Inc. (HSI) has approved credit prior to sale. Credit terms of sale for approved accounts are total invoice due on or before the 30th day from the date of invoice. Post due accounts shall pay interest on the balance past due at the rate of 1 1/2% per month or the maximum allowable by applicable state or federal laws. In the event it is necessary to employ an agency and/or attorney to effect the collection, Customer hereby agrees to pay all fees directly or indirectly incurred for such collection. In the event that Customer's account with HSI becomes delinquent, HSI has the right to revoke any discounts previously applied in arriving at net invoice price. Upon revocation, the full invoice price without discount is immediately due and subject to collection. Prices quoted are estimates only and are good for 30 days from the date of issue. Pricing does not include federal, state, or local taxes, or royalties and stated price adjustments. Actual charges may vary depending upon time, equipment, and material ultimately required to perform these services. Any discount is based on 30 days net payment terms or cash. **DISCLAIMER NOTICE:** Technical data is presented in good faith, but no warranty is stated or implied. HSI assumes no liability for advice or recommendations made concerning the results from the use of any product or service. The information presented is a best estimate of the actual results that may be achieved and should be used for comparison purposes and HSI makes no guarantee of future production performance. Customer represents and warrants that well and all associated equipment in acceptable condition to receive services by HSI. Likewise, the customer guarantees proper operational care of all customer owned equipment and property while HSI is on location performing services. The authorization below acknowledges the receipt and acceptance of all terms/conditions stated above, and Hurricane has been provided accurate well information in determining taxable services.

[Signature] _____
CUSTOMER AUTHORIZATION SIGNATURE

TREATMENT REPORT



HURRICANE SERVICES INC

Customer:	Vai Energy	Date:	7/16/2018	Ticket #:	ICT1202
Field Rep:	Rick Smith				
Address:	125 N Market Street Suite 1110				
City, State:	Wichita, KS				
County, Zip:					

Field Order No.:		Open Hole:	Shoe 20.50	Perf Depths (ft)	Perfs
Well Name:	Wright Farms 1-2	Casing Depth:	4990		
Location:	Sherman Ks	Casing Size:	5 1/2		
Formation:		Tubing Depth:			
Type of Service:	cement	Tubing Size:			
Well Type:	oil	Liner Depth:			
Age of Well:	new	Liner Size:			
Packer Type:		Liner Top:			
Packer Depth:		Liner Bottom:			
Treatment Via:	cement	Total Depth:	5000		
				Total Perfs	0

TIME	INJECTION RATE		PRESSURE		REMARKS	PROP (lbs)	HCL (gls)	FLUID (bbls)
	FLUID	N2/CO2	STP	ANNULUS				
4:15 AM					Arrive on location			
4:20 AM					Safety meeting			
4:26 AM					Rig up			
10:15 AM					Start running casing			
11:10 AM					Circulate			
11:35 AM					Resume running casing			
12:45 PM					Circulate			
1:20 PM					Resume running casing			
1:24 PM					Casing on bottom			
1:35 PM					Drop ball and circulate, Ball through at 400 psi			
2:45 PM	3.5		220.0		Pump 500 gls of Mudflush			12.00
2:50 PM	6.5		280.0		Mix 125 sks of H Long 1.41 yield			31.60
3:13 PM	6.0		100.0		Start displacement			118.25
3:41 PM					Plug Down Lift 900 landed at 1500 PSI			
3:44 PM					Drop opening tool			
4:00 PM	1.0		800.0		Tool Opens at 800 psi			5.00
4:10 PM					Circulate			
6:23 PM	2.0		80.0		Mix 30 sks of H con 2.57 yield			14.00
TOTAL:						-	-	422.85

SUMMARY			
Max Fl. Rate	Avg Fl. Rate	Max PSI	Avg PSI
5.5	4.0	800.0	282.9

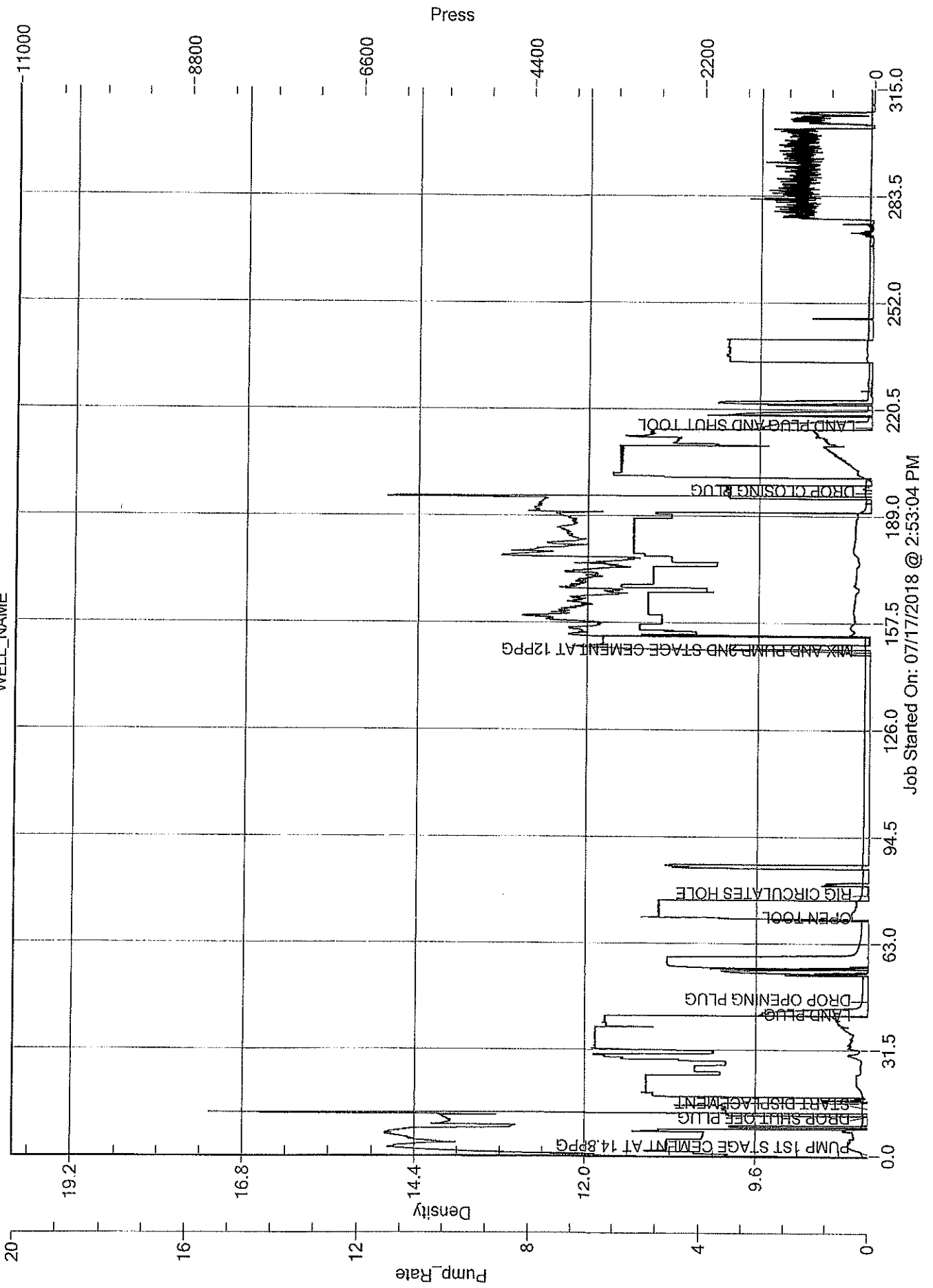
PRODUCTS USED

125 sacks of H-long at 14.8ppg, 400 sacks H-con at 12ppg

Treater: Dave Retzloff

Customer: Rick Smith

Val energy
WELL_NAME



Job Started On: 07/17/2018 @ 2:53:04 PM



REMIT TO
 QES Pressure Pumping LLC
 Dept:970
 P.O.Box 4346
 Houston, TX 77210-4346

MAIN OFFICE
 P.O.Box884
 Chanute, KS 66720
 620/431-9210, 1-800/467-8676
 Fax 620/431-0012

Invoice

Invoice# 813601

Invoice Date: 07/12/18

Terms: Net 30

Page 1

VAL ENERGY

125 N. Market, Ste. 1110
 WICHITA KS 67202
 USA
 316-263-6688

WRIGHT FARMS 1-2

Part No	Description	Quantity	Unit Price	Discount(%)	Total
CE0471	Cement Pump Charge 301' - 500' (Coalbed/Methane)	1.000	1,150.0000	30.000	805.00
CE0002	Equipment Mileage Charge - Heavy Equipment	45.000	7.1500	30.000	225.23
CE0710	Cement Delivery Charge	528.750	1.7500	30.000	647.72
CC5871	Surface Blend II, 2% Gel/3% CaCl	250.000	24.0000	30.000	4,200.00

Subtotal 8,397.06

Discounted Amount 2,519.12

SubTotal After Discount 5,877.94

Amount Due 8,922.06 If paid after 08/11/18

Tax: 367.50

Total: 6,245.45



PRESSURE PUMPING LLC

PO Box 884, Chanute, KS 66720
620-431-9210 or 800-467-8876

3M-11091
PO-17334
FT-10978

TICKET NUMBER 55217
LOCATION Oakley KS
FOREMAN Jerry Y

FIELD TICKET & TREATMENT REPORT
CEMENT

INVOICE # 813601 KS

DATE	CUSTOMER #	WELL NAME & NUMBER	SECTION	TOWNSHIP	RANGE	COUNTY
7-6-18	8576	Wright Farms 1-2	2	8 ^s	37 ^w	Sherman
CUSTOMER Val Energy			Breador W435			
MAILING ADDRESS 125 N. Market, Ste. 1110			2 N 1 E Sinto			
CITY Wichita		STATE KS	ZIP CODE 67202			
TRUCK #		DRIVER		TRUCK #		DRIVER
731		Neil W		703		Miles S
566		Cory D				
assist		Eric W				
535		Jonny Y				

JOB TYPE Surface HOLE SIZE 12 1/4 HOLE DEPTH 345 CASING SIZE & WEIGHT 8 5/8 24#
 CASING DEPTH 345 DRILL PIPE _____ TUBING _____ OTHER _____
 SLURRY WEIGHT 15.2 SLURRY VOL 1.24 WATER gal/sk _____ CEMENT LEFT in CASING 20'
 DISPLACEMENT 20 1/2 DISPLACEMENT PSI _____ MIX PSI _____ RATE _____

REMARKS: Safety meeting & rig upon WU 10 circulate casing mix 250 sks com
3% CC 2% gel wash pipe displac with 20 1/2 bbl fresh water + start in
approx 1 1/2 bbl to port

Cement did
circulate

Thank you
Jerry & crew

ACCOUNT CODE	QUANTITY or UNITS	DESCRIPTION of SERVICES or PRODUCT	UNIT PRICE	TOTAL
CE0471	1	PUMP CHARGE	1150.00	1150.00
CE0002	45	MILEAGE	7.15	321.75
CE0710	11.75	ton mileage/delivery	1.75	925.31
CC5871	250 sks	surface blend II	24.00	6000.00
			Subtotal	8397.06
			-30%	2519.12
			Subtotal	5877.93
			SALES TAX	367.50
			ESTIMATED TOTAL	6245.43

Ravin 3737

AUTHORIZATION [Signature]

TITLE _____

DATE _____

I acknowledge that the payment terms, unless specifically amended in writing on the front of the form or in the customer's account records, at our office, and conditions of service on the back of this form are in effect for services identified on this form.

TERMS AND CONDITIONS

ATTENTION: THESE TERMS AND CONDITIONS CONTAIN INDEMNITY PROVISIONS FOR DAMAGE TO PERSONS AND PROPERTY.

All Services or Products provided by QES Pressure Pumping LLC (f/k/a Consolidated Oil Well Services LLC) are subject to these Terms and Conditions unless superseded by a Master Service Agreement signed by the parties. In the event Customer does not accept these Terms and Conditions as written, Customer must request a Master Service Agreement from QES' Contracts Administration Department at msa@qeslp.com.

The operations, services, supplies, materials, personnel or goods to be provided ("Services" or "Products" as applicable) by QES Pressure Pumping LLC ("QES") will be provided to you as customer ("Customer") in accordance with the following terms and conditions ("Agreement"). QES and Customer may be referred to as "Party" or "Parties".

1. **Price and Taxes.** Customer will pay QES for the Services or Products in accordance with QES' quoted price which excludes applicable taxes or process license fees. Customer shall pay all applicable taxes and process license fees related to the Services and/or Products. QES' prices are subject to change without notice.

2. **Terms of Payment.** Customer will pay QES cash in advance for Services and Products unless QES has approved credit prior to the performance of the Services and/or delivery of the Products. Credit terms for approved accounts require full payment of the invoiced amount within 30 days from the date of invoice. All invoices not paid within 30 days will be charged an interest rate of 1 1/4% per month or the maximum rate allowed under applicable state law, whichever is higher. Customer will be responsible for any fees incurred by QES in the collection of any amounts owed to QES including but not limited to attorney's fees and/or collection fee costs.

3. **Proof of Services or Delivery of Products.** QES will furnish verification of proof of Services performed and Product delivered to Customer's representative at the time of performance of the Services or Product delivery. Customer agrees to sign and return such verification indicating Customer's acceptance of the Services or Products.

4. **Delivery or Completion.** All liability and responsibility of QES ceases when (1) Products are delivered to the Customer by QES and no longer in the care, custody and control of QES or (2) when the carrier receives the Products and/or shipment. QES will not be responsible for loss or damage to Products in transit or for delays of carriers in delivering goods. In case of shortage, non-conformance, or apparent damage, it is the Customer's responsibility to secure written acknowledgement from the carrier before Customer accepts delivery. Additionally, QES will not be liable for any damage for delays in delivery or completion due to a Force Majeure (as defined below), acts or omissions of the Customer, third party material or manufacturing delays, impossibility or impracticability of performance or any other cause or causes beyond the control of QES. In the event of a delay caused by the aforesaid, the delivery or completion date will be extended for a period equal to any such delay, and the purchase or service will not be void or voidable as a result thereof.

5. **Well or Service Site Conditions.** Customer, having custody and control of the well and/or service site, and having superior knowledge of the same and the conditions surrounding them, warrant that the well and/or service site will be in proper condition to receive and accommodate Services and Products. Upon QES' request, Customer will provide documentation to verify that the well or service site is adequate to support the Services and the delivery of Products. Customer also warrants that QES' personnel and equipment will be able to safely access the well and service site and that any special equipment or road improvements required for such access will be the responsibility of Customer, unless otherwise agreed to by the parties.

6. **Chemical Handling and Hazardous Materials.** Customer agrees that for any waste created as part of the Services, Customer will be considered the "generator" for purposes of any applicable laws or regulations pertaining to the transportation, storage and handling of chemicals and hazardous materials.

7. **Data, Data Transmission and Storage.** QES does not warrant or guarantee the accuracy of any research analysis, survey, or other data generated for the Services. QES is not responsible for any accidental or intentional interception of such data by third parties and it is the responsibility of the Customer to safeguard such data against loss including any need to secure digital or paper copies for storage.

8. WARRANTIES - LIMITATION OF LIABILITY.

a) QES warrants that the Services and Products will (i) be free from defects in materials and workmanship; (ii) be performed in a good and workmanlike manner, in accordance with good oilfield servicing practices; and (iii) conform to the plans, specifications and technical information provided in writing by Customer until the Services or Products are accepted by Customer or QES' contractual obligations are met. In the event that Customer discovers a defect in the Services or Products within the warranty period specified above, Customer will notify QES of such defect. In the event that QES confirms that the Services or Products are defective, QES's liability and Customer's exclusive remedy in any cause of action (whether in tort, contract, breach of warranty or otherwise) arising out of the sale or use of any Services or Products is expressly limited to, at QES' option, (i) replacement of such Services or Products upon their return to QES or (ii) a credit to Customer for the full price paid by Customer for the defective segment of the Services or Products upon their return to QES. In the case of recovery from the manufacturer of such products or parts under its liability to QES, QES will not be liable for any damages, claims, losses or expenses of Customer resulting from such defects or for damages resulting from delays, loss of use, or other direct, indirect, incidental, punitive or consequential damages of any kind. QES will not be responsible for: (i) failures of Services that have been in any way tampered with or altered by anyone other than an authorized representative of QES; (ii) failures due to lack of compliance with recommended maintenance procedures; and (iii) products resulting replacement due to normal wear and tear.

b) EXCEPT FOR THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO OTHER WARRANTIES. THE PARTIES EXPRESSLY EXCLUDE AND CUSTOMER WAIVES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

c) IN NO EVENT WILL QES' ENTIRE LIABILITY (IN TORT, CONTRACT, WARRANTY, INFRINGEMENT OR OTHERWISE) TO CUSTOMER EXCEED THE PURCHASE PRICE ACTUALLY PAID BY CUSTOMER FOR THE SERVICES OR PRODUCTS THAT GIVE RISE TO A DISPUTE. THIS PROVISION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

9. INDEMNIFICATION AND WAIVER OF CONSEQUENTIAL DAMAGES.

9.1 For purpose of this Section 9, the following definitions will apply: "QES Group" means QES Pressure Pumping LLC, its parent company, and affiliated companies, and its and their officers, directors, employees, contractors, subcontractors and invitees. "Customer Group" means Customer, its parent (if any), subsidiary and affiliated companies, co-owners, co-venturers, partners and any entity with whom Customer has an economic interest with respect to the Services, including Customer's joint interest owners and partners and its and their officers, directors, employees, contractors (not including QES), subcontractors and invitees.

9.2 **QES INDEMNITY.** QES 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 THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF QES GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF QES GROUP.

9.3 **CUSTOMER INDEMNITY.** CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, ARISING IN CONNECTION WITH THE SERVICES, ON ACCOUNT OF BODILY INJURY, ILLNESS, OR DEATH OF ANY MEMBER OF CUSTOMER GROUP OR DAMAGE TO OR LOSS OF PROPERTY OF ANY MEMBER OF CUSTOMER GROUP.

9.4 **WELL.** CUSTOMER WILL RELEASE, PROTECT, DEFEND, AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER IN THE EVENTS OF: (i) LOSS OR DAMAGE TO ANY GEOLOGICAL FORMATION, STRATA OR OIL OR GAS RESERVOIR OR MINERAL OR WATER RESOURCE BENEATH THE SURFACE OF THE LAND OR WATER, (ii) LOSS OR DAMAGE TO THE HOLE OR WELL, (iii)

IMPAIRMENT OF PROPERTY RIGHTS OR OTHER INTERESTS IN OR TO OIL, GAS, MINERAL OR WATER RESOURCES, AND (iv) REGAINING CONTROL OF ANY WILD WELL OR OUT OF CONTROL WELL, UNDERGROUND OR ABOVE THE SURFACE, INCLUDING REMOVAL OF WRECK, DEBRIS, EQUIPMENT, AND HAZARDOUS MATERIALS AND REMEDIATING ENVIRONMENTAL DAMAGE.

9.5 **POLLUTION RESPONSIBILITY.** Subject to paragraphs 9.2 and 9.3. It is understood and agreed between Customer and QES that the responsibility for pollution shall be as follows:

(a) QES WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY CUSTOMER GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OF CHARACTER ARISING FROM POLLUTION OR CONTAMINATION WHICH ORIGINATES ABOVE THE SURFACE OF THE LAND OR WATER FROM THE EQUIPMENT OF ANY MEMBER OF QES GROUP MAINTAINED IN QES GROUPS' CARE, CUSTODY AND CONTROL, AND ARISING FROM THE PERFORMANCE OF THE SERVICES.

(b) CUSTOMER WILL ASSUME RESPONSIBILITY FOR CONTROL AND REMOVAL OF AND WILL PROTECT, DEFEND AND INDEMNIFY QES GROUP FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING FROM POLLUTION OTHER THAN THAT DESCRIBED IN SECTION 9.5(A) ABOVE, WHICH MAY OCCUR DURING THE CONDUCT OF OPERATIONS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, POLLUTION RESULTING FROM FIRE, BLOWOUT, CRATERING, SEEPAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS OR OTHER SUBSTANCE.

9.6 **WAIVER OF CONSEQUENTIAL DAMAGES.** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CUSTOMER AND QES FURTHER AGREE THAT NEITHER PARTY WILL BE LIABLE TO THE OTHER OR EACH OTHER'S RESPECTIVE GROUP FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF PRODUCTION, REVENUE, OR ANTICIPATED BUSINESS ("LOSSES"). CUSTOMER AGREES TO INDEMNIFY AND HOLD QES GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF CUSTOMER GROUP. QES AGREES TO INDEMNIFY AND HOLD CUSTOMER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH LOSSES ASSERTED BY MEMBERS OF QES GROUP.

9.7 EXCEPT AS OTHERWISE EXPRESSLY LIMITED BY THIS AGREEMENT OR BY LAW, ALL RELEASES, INDEMNITY OBLIGATIONS AND OTHER LIABILITIES ASSUMED UNDER THIS AGREEMENT WILL BE WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING, WITHOUT LIMITATION, PREEXISTING CONDITIONS, UNSEAWORTHINESS, STRICT LIABILITY, WILLFUL MISCONDUCT, AND THE SOLE, JOINT, GROSS, OR CONCURRENT NEGLIGENCE OF ANY PARTY.

9.8 Each Party hereunder agrees to support its indemnity obligations with liability insurance coverage with limits of liability not less than ten million dollars (\$10,000,000). It is the express intention of the Parties that the indemnities contained herein apply to the fullest extent permitted by applicable law, and in no event will a Party's indemnity obligation be limited to the amount of insurance carried by each Party.

THIS SECTION 9 WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. **Insurance.** All insurance policies of either Party, in any way related to the Services, whether or not required by this Agreement, shall to the extent of the risks and liabilities assumed by such party: (i) name the other party group as additional insured (except for worker's compensation, OEE/COW, or professional liability policies); (ii) waive subrogation as to the other party group; and (iii) be primary and non-contributory to any insurance of the other party group.

11. **Force Majeure.** Except the obligation to make payments when due, neither QES nor Customer will be liable nor deemed to be in breach of this Agreement for any delay or failure in performance resulting from the acts of God, civil or military authority, material change of law, any governmental action, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, national strikes, acute or unusual labor, material or equipment shortages, or any similar or dissimilar cause beyond the reasonable control of either Party. The Party so affected will as soon as such a cause or event occurs promptly notify the other Party in writing concerning the cause and the estimated effect and take reasonable measures with proper dispatch to remedy the condition. In the event Customer declares a force majeure occurrence, QES will be compensated at the standard daily rate for the materials and personnel that are standing idle as a consequence of the force majeure occurrence until Customer terminates the work order or work resumes.

12. **Governing Law.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in Houston, Harris County, Texas with respect to any and all disputes that arise out of or are related in any way to the subject matter of this Agreement. This Section 12 will survive the termination or expiration of this Agreement.

13. **Independent Contractor.** QES will be an independent contractor with respect to the Services performed, and neither QES nor anyone employed by QES will be deemed for any purpose to be the employee, agent, servant, borrowed servant or representative of Customer.

14. **Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule or regulation, the provision will be deemed modified to the extent required to comply, and the remaining terms, as modified, will remain in full force and effect.

15. **Waiver.** A waiver on the part of either Party of any breach of any term, provision or condition of this Agreement will not constitute a precedent and not bind either Party hereto to a waiver of any succeeding or other breach of the same or any other term, provision or condition of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior oral and written agreements, contracts, representations or warranties between the Parties relating to the subject matter hereof. No amendment or modification of this Agreement will be effective unless it is in writing and signed by an authorized representative of each Party. If the Parties enter into a Master Service Agreement, then any term or condition herein which conflicts with the provisions of such Master Service Agreement will be deemed invalid.