

**1. Scope.** These terms and conditions (“**Terms**”) apply to any rental agreement or work order (“**Rental Agreement**”) as accepted by Strad Oilfield Rentals Ltd. or any of its affiliates (hereinafter referred to as “**Strad**”) and the Lessee identified on the Rental Agreement (these Terms, the Rental Agreement and the Field Ticket (defined below) collectively the “**Rental Contract**”) for the rental of equipment (“**Equipment**”) or provision of services Lessee requires from Strad from time to time (“**Services**”). The Rental Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Rental Contract prevails over any of Lessee’s general terms and conditions regardless whether or when Lessee has submitted its request for proposal, order, or such terms. Provision of services to Lessee does not constitute acceptance of any of Lessee’s terms and conditions and does not serve to modify or amend these Terms.

**2. Scope.** If a master agreement exists between Strad and Lessee to govern the Services, the terms and conditions of such master agreement shall be read in conjunction with the Rental Contract; however, where they are in conflict the master agreement shall prevail. The Rental Contract is binding upon the earlier of (i) Lessee signing and returning written acceptance of the PO, or (ii) Strad commencing work under the PO.

**3. Delivery.** Upon receipt of a Rental Agreement from Lessee, Strad shall deliver the Equipment with the Rental Agreement (“**Delivery**”) to the delivery point stated on the Rental Agreement (“**Delivery Point**”). Lessee shall immediately inspect the Equipment on Delivery and either (i) accept delivery of the Equipment by signing the Rental Agreement noting any comments or deficiencies; or (ii) reject the Equipment for failure to meet the specifications set forth in the Rental Agreement. If Lessee either fails to immediately inspect the Equipment or rejects delivery of the Equipment and refuses to sign the Rental Agreement without justification, Lessee shall be deemed to have accepted delivery of the Equipment based on the terms in the Rental Agreement. If Strad receives a Rental Agreement with comments or deficiencies noted, or if Lessee rejects delivery of the Equipment with justification, Strad will contact Lessee within ten (10) days to determine what, if any, remedial action must be taken by the parties, including an amended Rental Agreement. If Lessee rejects delivery for any reason, Strad reserves the right to invoice Lessee for any out-of-pocket expenses Strad incurs, including reasonable re-stocking and transportation fees for the Equipment.

**4. Rental Term.** The term of the Equipment rental (“**Rental Term**”) shall commence on and include the date of delivery as stated in the Rental Agreement (“**Start Date**”) to the Delivery Point and end on and include the later of (i) the projected stop date of the Rental Term as stated in the Rental Agreement, (ii) any other date mutually agreed upon, (iii) the date upon which Strad has accepted the return of the Equipment to Strad’s designated depot and the Equipment has been restored to the same condition as when Delivered, ordinary wear and tear excepted, or (iv) in the event of earlier termination as provided by the Rental Agreement (the “**Stop Date**”). In calculating the Rental Term, twenty-four (24) hours or any part thereof constitutes one full day. The Rental Term includes Saturdays, Sundays and holidays.

**5. Site and Installation.** Lessee shall not move the Equipment from the site identified in the Rental Agreement (“**Site**”) during the Rental Term without Strad’s prior written consent. After Delivery to the Delivery Point, Lessee is and shall thereafter be exclusively responsible for all costs and liabilities associated with (i) installation of the Equipment at the Site; (ii) installation and maintenance of any safety equipment required for the use of the Equipment; (iii) training of all Lessee’s personnel, including Lessee’s contractors, consultants or agents (“**Personnel**”) involved in the installation, operation and return of the Equipment; and (iv) operating and maintaining the Equipment in compliance with all applicable governmental or regulatory health and safety standards, laws, rules, regulations, policies, ordinances, permits, approvals and/or any orders (“**Applicable Laws**”).

**6. Lessee’s Acts or Omissions.** If Strad’s performance of its obligations under the Rental Contract is prevented or delayed by any act or omission of Lessee or its agents, subcontractors, consultants or employees, Strad shall not be deemed in breach of its obligations under the Rental Contract or otherwise liable for any costs, charges or losses sustained or incurred by Lessee, in each case, to the extent arising directly or indirectly from such prevention or delay.

**7. Return of Equipment.** Strad reserves the right to require Lessee to return the Equipment at any time upon forty-eight (48) hours’ notice. Lessee’s failure to return the Equipment by such time will be considered an Event of Default pursuant to Section 23. Lessee shall, at its expense, promptly clean or remove any fluids, debris or hazardous waste products from the Equipment and return the Equipment to the original Delivery Point upon (i) demand by Strad as provided above, (ii) expiration of the Rental Term, or (iii) termination of the Rental Contract as provided by the Rental Agreement.

**8. Field Tickets.** Immediately prior to the return of the Equipment to Strad, or later with Strad's written approval, Lessee shall sign a field ticket in the form Strad requires ("**Field Ticket**") confirming the length of Rental Term, Equipment rental rates ("**Rental Fees**") and all other applicable charges, including charges for damage, repairs, replacement and cleaning requirements which Strad assesses to be owing upon its inspection of the Equipment, whether in the field or the applicable Strad facility where the inspection and/or cleaning is performed.

**9. Fees and Invoicing.** Lessee agrees to pay all Rental Fees, charges and fees for Services as stated in the Rental Contract. Lessee shall pay all amounts within thirty (30) days after date of invoice (the "**Due Date**") unless otherwise specified on the Rental Agreement. If payment is not received on or before the Due Date, interest shall accrue on the unpaid balance at the rate of two (2%) percent per month. Lessee is and shall be liable for all damages, fees (including attorneys' fees), costs and disbursements Strad incurs due to Lessee's failure to pay on or before the Due Date. Late payment of amounts due may result in immediate seizure, repossession or return of Equipment, at Lessee's expense, as Strad determines in its sole discretion. Strad shall invoice Lessee at a minimum of once per month (or as frequently as specified in the Rental Agreement) during the Rental Term for (i) all Rental Fees during the immediately preceding billing period, determined on a daily rental basis, and (ii) any fees for Services and all other sums which become due and payable by Lessee. Lessee may be required to pay a deposit in advance if so stated on the Rental Agreement which Strad may apply to cure any default of Lessee under the Rental Contract. Strad shall refund to Lessee any remaining deposit after Lessee pays all amounts due under the Rental Contract following the Stop Date and returns the Equipment to Strad's satisfaction. Lessee agrees and acknowledges that it is responsible for paying the balance of any Rental Fees if Lessee terminates the Rental Agreement early. Lessee acknowledges that Rental Fees continue to accrue even if the Equipment is idle or on standby during the Rental Term and for the period required for Strad to return the Equipment to the same condition as when delivered to Lessee, ordinary wear and tear excepted. Notwithstanding the terms and conditions of any other valid pricing agreement in effect between the parties, Strad shall have the option to adjust the pricing as set forth in each Rental Agreement. Any estimates Strad provides to Lessee for logistical and trucking support costs associated with delivering the Equipment ("**Logistics**") are subject to change due to changes in weather, road or site conditions at the time of delivery.

**10. Rental of Non-Scheduled Items.** In the event Strad is asked to supply goods or services that are provided to Strad

by a third party vendor, Strad shall not be under any obligation to provide such products or services unless Lessee also agrees to additional terms and conditions that may be imposed on Strad by such third party vendors, which are incorporated herein by reference.

**11. Additional Charges.** In addition to Rental Fees and fees for Services, Lessee shall be obligated to pay for (i) Personnel, mileage, shipping, carrier and transportation, standby rentals, Taxes and other charges applicable to the Rental Contract, and (ii) Equipment decontamination, waste disposal and cleaning charges, as determined by Strad in its sole discretion. Equipment cleaning charges assessed by Strad are due and payable within thirty (30) days following the Rental Term. If Strad uses third party suppliers (including for Logistics support), Lessee shall pay Strad's supplier's list price plus an administration fee of ten (10%) percent unless otherwise agreed in writing by both parties or as provided in Strad's quotation. Strad makes no warranty with respect to equipment or services supplied by third parties. Unless otherwise stated in the Rental Agreement, Lessee agrees to pay all carrier costs to deliver and return the Equipment. Where Strad is able to obtain a supplier discount subsequent to providing a quotation or entering into the Rental Contract (the "**Discount**"), Strad shall not be obligated to reduce its third party charges except to the extent Lessee is directly responsible for Strad obtaining such Discount.

**12. Taxes.** Lessee shall pay all Taxes when due in respect of the rental of the Equipment or the Services. "**Taxes**" include all taxes (including local, provincial, state or federal sales/services or value added taxes), levies, assessments, fees, duties and charges now or hereafter imposed by any federal, state, provincial, local or other taxation authority on Lessee, the Equipment or on the delivery, possession, use, maintenance, operation or rental of the Equipment.

**13. Consent to Credit Investigation.** Lessee consents to a credit investigation and to Strad making inquiries of financial institutions or other parties in a business relationship with Lessee in connection with its credit investigation.

**14. Ownership and Security Interest.** Title to the Equipment shall remain at all times exclusively vested in Strad. Equipment shall at all times be properly marked as the property of Strad. Lessee covenants and agrees that it shall not remove, modify, alter or in any way deface Strad's trade name, markings or serial numbers that appear on, or are located on the Equipment. Lessee grants Strad authority to file a UCC financing statement to protect its interest in the Equipment. To secure Lessee's obligations, Lessee grants to Strad a continuing security interest in any interest Lessee has in the Equipment, in all proceeds

thereof (including proceeds of insurance) and in any rental payments receivable on any sublease Strad permits. Lessee agrees Strad has all rights of a secured party under the Uniform Commercial Code of any applicable jurisdiction in addition to any other rights Strad possesses under applicable law. To the extent the Rental Contract creates a security interest, such security interest is a purchase-money security interest (as “security interest” and “purchase-money security interest” are used by Applicable Laws).

**15. Risk of Loss.** Lessee will promptly notify Strad in the event that any Equipment is lost, stolen or damaged while in its control. From and after Strad’s Delivery of the Equipment to the Delivery Point, Lessee shall bear all risks of loss or damage to the Equipment until the Equipment is returned to Strad and restored to the same condition as when Delivered to Lessee, ordinary wear and tear excepted. Lessee accepts full responsibility (i) in the event of a total loss with respect to the Equipment, as determined by Strad in its sole discretion, to pay Strad the current new replacement cost, and (ii) in the event of a partial loss with respect to the Equipment, as determined by Strad in its sole discretion, at Strad’s election to pay Strad the proportionate current new replacement cost or the cost to repair the Equipment to Strad’s satisfaction.

**16. No Encumbrances.** Lessee shall not permit the Equipment to be subject to any lien, charge, encumbrance, levy, seizure or possession (“**Encumbrance**”) whatsoever. Lessee shall promptly discharge any Encumbrance at its sole expense and indemnify and hold harmless Strad for any Losses arising as a result of such Encumbrance. Lessee shall not, and shall not permit any other party to, without the prior written consent of Strad, assign, mortgage, pledge as collateral, lien or grant any other interest in the Rental Contract or the Equipment, including to any third party. Any such assignment, mortgage, pledge as collateral, lien or other grant of any other interest in the Rental Contract or the Equipment without Strad’s prior written consent shall be null and void.

**17. Responsibilities.** Lessee shall be exclusively responsible to: comply with all Applicable Laws, manufacturer and industry specifications, and guidelines existing now or in the future; use the Equipment in accordance with applicable industry standards and practises in a careful and diligent manner; use the Equipment in accordance with Strad’s and the manufacturer’s specifications, instructions, manuals, information sheets and technical information; use the Equipment and Services Strad provides solely for legal purposes; use the Equipment for the purpose for which it was designed only; and monitor its Personnel and report any violation of Applicable Laws to ensure compliance herewith. Lessee shall use the Equipment for its own

business and shall not transfer, assign, rent, sell or sublet the Equipment without Strad’s written consent, nor shall Lessee hold itself out to any third party as the owner of the Equipment. Lessee shall defend, indemnify and hold harmless Strad, its respective shareholders, members, directors, partners, managers, officers, employees, agents, suppliers and others for whom it is responsible in law, on demand, from and against any actions, claims, causes of action, demands, costs (including attorneys’ fees and other legal costs), damages and expenses (whether direct, indirect, special, exemplary, incidental, consequential or otherwise) (“**Losses**”) arising out of or in connection with the delivery, installation, operation, use, maintenance, repair, or return of the Equipment and for Lessee’s or its Personnel’s failure to comply with Applicable Laws, to the extent permitted at law. Lessee acknowledges that the Equipment may bear, contain, or produce hazards which may become (by chemical reaction or otherwise) hazardous to life, health or property, including without limitation, hazardous chemicals and other hazards, electrical power, flammable vapors and liquids, rotating parts, hot surfaces, hot gases, poisonous exhaust gases and high noise levels. At all times after Delivery, Lessee shall be exclusively responsible to all persons exposed to such hazards and shall take all precautions necessary to protect such persons from such hazards. Lessee agrees to cooperate with Strad in responding to any subpoena or order from any governmental or law enforcement body regarding the use and/or access to the Equipment and Services.

**18. Subletting & Assignment.** Lessee shall not subrent any Equipment nor shall Lessee assign or transfer any interest in this Rental Contract without the prior written consent of Strad. If the Equipment is subrented, Lessee shall require its customer, the end user and any third party in contractual privity in between to be bound by the terms and conditions hereof. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Lessee of any of its obligations under the Rental Contract.

**19. Maintenance and Repairs.** Strad shall deliver the Equipment to Lessee in good working order. Unless otherwise agreed in writing, Strad shall make all repairs, including (i) any repairs or replacements due to ordinary wear and tear, and (ii) any repairs or replacements required due to wear and tear that is not ordinary, or caused by negligence or by improper use of the Equipment while in Lessee’s possession (“**Lessee Damage**”). Lessee shall not repair, nor allow any third party to repair the Equipment without Strad’s prior written approval. If any item of Equipment requires servicing or repairs due to Lessee Damage, Strad shall make all necessary repairs at Lessee’s cost, and Lessee shall be responsible for all rental fees until

the Stop Date as defined in Paragraph 4. Strad reserves the right at any time to substitute functionally equivalent equipment for any Equipment in need of repair or Equipment in working order.

**20. Inspection.** Strad shall be entitled to access and inspect the Equipment at any time during normal business hours. If Strad, in its sole discretion, determines the Equipment requires maintenance, parts or repairs, then: (i) upon request, Lessee shall provide to Strad any additional information reasonably required to determine whether Lessee is fulfilling its obligations with respect to maintenance of the Equipment, if any; (ii) Strad may make necessary repairs at the sole expense of Lessee if due to Lessee Damage; and (iii) Strad may, in its discretion, terminate the Rental Contract and, at its option, either allow Lessee to return the Equipment to the Delivery Point or pick up the Equipment and deliver it to Strad's designated depot, all at Lessee's sole expense.

**21. Warranty and Limitation of Liability.** Lessee acknowledges and agrees that the Equipment is of the quality, design, size, capacity, and manufacture selected by Lessee and that Lessee has been provided with the opportunity to thoroughly inspect the Equipment and is satisfied that the Equipment is suitable for Lessee's purposes. LESSEE ACKNOWLEDGES AND AGREES THERE IS NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE EQUIPMENT OR SERVICES, EITHER EXPRESSED, IMPLIED OR AT LAW, INCLUDING AS TO ITS SAFETY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER, WHETHER USED ALONE OR IN COMBINATION WITH OTHER EQUIPMENT OR MATERIALS. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF THE QUALITY, DESIGN, SIZE CAPACITY AND MANUFACTURE SELECTED BY LESSEE. LESSEE RENTS THE EQUIPMENT IN AN "AS IS" CONDITION. LESSEE ACKNOWLEDGES AND AGREES THAT STRAD SHALL NOT BE LIABLE TO ANY PERSON OR PARTY FOR ANY LOSSES ARISING IN CONNECTION WITH (i) THE RENTAL CONTRACT, THE EQUIPMENT OR THE SERVICES, (ii) ANY INADEQUACY, DEFICIENCY OR DEFECT THEREIN, (iii) THE INSTALLATION, OPERATION, USE, CARE, MAINTENANCE, REPAIR OR RETURN THEREOF, (iv) ANY DELAY IN DELIVERING OR PROVIDING ANY OF THE FOREGOING, (v) FAILING TO PROVIDE ANY OF THE FOREGOING, OR (vi) ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY. THE SOLE AND

EXCLUSIVE REMEDY OF LESSEE FOR ANY LIABILITY OF STRAD AND ITS REPRESENTATIVES HEREUNDER, INCLUDING LIABILITY FOR NEGLIGENCE, SHALL BE THE REPAIR AND/OR REPLACEMENT OF ANY DEFECTIVE EQUIPMENT AND SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT, PUNITIVE, EXEMPLARY OR LIKE DAMAGES (INCLUDING LOST PROFITS, REVENUE OR SALES, OR COSTS OF PROCUREMENT FOR SUBSTITUTE EQUIPMENT, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR WORK STOPPAGE), OR ANY DAMAGES RELATING IN ANY WAY TO ANY NEW, EXISTING OR CONTINUING ENVIRONMENTAL CONTAMINATIONS IN ANY AMOUNT HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

**22. Insurance.** At all times during the Rental Term, Lessee shall maintain insurance of the types and in minimum amounts, with Strad named as a first loss payee in respect to all property policies of insurance and as an Additional Insured in respect to all liability policies of insurance, as follows unless otherwise specified on the Rental Agreement: (i) Comprehensive General Liability insurance having a limit of Five Million Dollars (\$5,000,000) inclusive, per occurrence, for bodily injury, death and property damage; (ii) Employer's Liability insurance having a limit of Two Million Dollars (\$2,000,000) inclusive, per occurrence, for bodily injury, death and property damage; (iii) Worker's Compensation insurance covering all of Lessee's employees working on the operations and activities for which the Equipment is being used that complies with state and federal laws, rules and regulations; (iv) Property insurance insuring the Equipment for the new current replacement value thereof; (v) if the Equipment includes Equipment that will be used to store liquids associated with frac flowback or other hazardous or toxic materials, pollution liability coverage having a limit of Ten Million Dollars (\$10,000,000), inclusive, per occurrence; and (vi) any other insurance that may be specified on the Rental Agreement. Lessee will provide to Strad, upon request, copies of certificates of insurance. All insurance policies shall contain endorsements requiring thirty (30) days written notice to Strad before a policy lapses or is materially altered or cancelled.

**23. Events of Default.** The occurrence of any of the following by Lessee is an "Event of Default": (i) failure to pay when due any Rental Fees or any other amounts due to Strad under the Rental Contract; (ii) failure to strictly perform, observe or comply with any other provision of the

Rental Contract; (iii) using or permitting the use of the Equipment in any manner or by any party that is not explicitly authorized hereunder and approved by Strad in writing (including modifying or altering the Equipment); (iv) failure to return the Equipment to the Delivery Point or other location designated by Strad upon termination of the Rental Contract or upon demand; (v) ceasing to conduct its business as a going concern; (vi) making any assignment for the benefit of its creditors, becoming insolvent, committing any act of bankruptcy, taking any action to wind up or dissolve, ceasing or threatening to cease to do business as a going concern, being subject to a change in control in fact or in law or seeking any arrangement or compromise with its creditors; (vii) if any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee or its property; (viii) selling all or substantially all of its assets outside of the ordinary course of its business; (ix) permitting any of its assets to be seized under a writ of execution or other process of law; (x) if Strad, in its sole discretion, considers that the prospect of payment or performance by Lessee under the Rental Contract is or may be impaired or that the Equipment is or may be placed in jeopardy; or (xi) if any guarantor of Lessee's obligations under the Rental Contract disputes or terminates its obligations under its guarantee or seeks to determine its obligations thereunder.

**24. Remedies on Default.** Upon an Event of Default, in addition to any and all other remedies available to Strad at law: (i) all sums due or to become due under the Rental Contract shall immediately become due and payable; (ii) Strad may, without notice or liability or legal process, enter into any premises of or under the control of Lessee or any agent of Lessee, or upon which the Equipment may be located, or by Strad believed to be located, and repossess the Equipment, as permitted by Applicable Laws; (iii) Lessee hereby expressly waives all further rights to possession of the Equipment and all claims for injury, damage, or loss suffered by Lessee through or caused by reason of such repossession; (iv) at Strad's election, terminate the Rental Contract, provided such termination and repossession of the Equipment shall not relieve Lessee from its obligations under the Rental Contract, including its obligation to immediately pay all amounts due; (v) Lessee shall be liable for all Losses incidental to such seizure or repossession; and (vi) Strad may exercise the foregoing remedies and any other remedies available to it successively, concurrently and/or cumulatively and no remedy is intended to be exclusive of any other remedy.

**25. Confidentiality and Intellectual Property.** Strad Equipment and related documentation contain technology and information protected by patents and applications for

patents, copyright and intellectual property law, and utilize proprietary information, trade secrets, concepts, know-how, manufacturing techniques and confidential information (collectively "**Proprietary Information**"). In connection with the rental of Equipment to Lessee, Strad may provide Proprietary Information about the Equipment to the Lessee. Lessee is strictly prohibited from, and agrees that it will not, nor cause a third party, to take any action that is intended to discover the Proprietary Information, including, but not limited to, reverse engineering, taking detailed photographs and/or disassembling the Equipment, or using the Proprietary Information in any other manner detrimental to Strad or its licensors including, but not limited to, manufacturing similar goods and/or parts. Except as required by law, Lessee shall not use (except for purposes connected with the performance of its obligations hereunder), divulge or communicate to any third party any Proprietary Information. Strad shall be entitled to injunctive relief for any violation of this Section.

**26. Force Majeure.** The parties shall not be liable for any damage or penalty for delay in delivery or for the failure to give notice of delay when such delay is due to unusually severe conditions, acts of god, act of civil or military authority, war, riots, concerted labour action, or any other causes which could not have been anticipated and are beyond the reasonable control of a party. The anticipated delivery date shall be deemed extended for a period of time equal to the time lost due to any delay excusable under this provision.

**27. No Third-Party Beneficiaries.** The Rental Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**28. Dispute Resolution:** Any dispute, controversy or claim arising out of or relating to the Rental Contract, or to the breach, termination or invalidity thereof ("**Dispute**") shall be submitted by the party identifying the Dispute to the manager of each party for negotiation and resolution by delivery of a Dispute Notice. The parties' respective managers shall negotiate in good faith to resolve the Dispute. If the parties cannot resolve any Dispute within ten (10) business days after delivery of the applicable Dispute Notice, either party may file an action in a court of competent jurisdiction in accordance with the provisions of Section 29.

**29. Choice of Law.** This Rental Contract is governed by the laws of the Province of Alberta and the parties irrevocably submit to the exclusive jurisdiction of the Court of Queen's Bench in the City of Calgary, Alberta. In any action brought in relation to the subject matter herein,

the party not prevailing in a court of law will pay all costs and expenses, including reasonable attorneys' fees, incurred in enforcing any terms, covenants and indemnities provided herein.

**30. Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Rental Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmissions) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided by the Rental Contract, a Notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

**31. Survival.** Provisions of the Rental Contract, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Rental Contract, including, but not limited to, the following provisions: Responsibilities, Confidentiality and Intellectual Property, Choice of Law, Insurance, and Survival, Fees and Invoicing, and Warranty and Limitation of Liability.

**32. General Provisions.** Strad and Lessee are independent contractors. This Rental Contract constitutes the final written expression of all of the agreements between the parties with respect to the subject matter, and supersedes all understandings and negotiations concerning the matters specified herein. Each of the parties shall at the request of the other without cost or expense execute and deliver any further documents and do all acts and things as reasonably required to carry out the intent of this Rental Contract. No waiver by Strad of any of the provisions of the Rental Contract is effective unless explicitly set forth in writing and signed by Strad. No failure or delay by a party in exercising any right, power or privilege shall operate as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of this Rental Contract shall be found to be invalid or illegal by reason of any determination made by a court of competent jurisdiction or any governmental authority having jurisdiction in the circumstances, such provisions shall be severed from this contract to the extent of such invalidity or illegality and the validity, legality or enforceability of the remaining provisions of this Rental Contract shall not in any way be affected or impaired thereby. The subsequent execution by Strad of any Lessee field tickets, forms, receipts, invoices,

terms of services, etc. shall not amend or modify the terms of this Rental Contract. Any amendment or modification to this Rental Contract must be in writing and signed by both of the parties. This Rental Contract shall be assignable by Strad to any of its subsidiaries, affiliates or successors without the consent of Lessee. This Rental Contract shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. The parties may execute this Rental Contract by facsimile or other electronic means and in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument. The terms of this Rental Contract are confidential and shall not be disclosed to any third party. Lessee shall not use Strad's name in connection with any publicity, release or advertisement without Strad's prior written authorization.