

SUPERIOR ENERGY SERVICES AND AFFILIATES
GLOBAL GENERAL TERMS AND CONDITIONS
(Services, Rentals, and Goods)

NOTICE: THESE TERMS CONTAIN INDEMNITIES, RELEASES, AND RISK ALLOCATIONS THAT RELIEVE A PARTY FROM LIABILITY FOR ITS OWN NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR STRICT LIABILITY. PLEASE READ CAREFULLY.

Upon acceptance of an order, including by initiating provision of Work, the Superior entity named in Contractor's quotation or performing the Work (the "Contractor") agrees to furnish Work to Company, subject to the following terms and conditions (the "Terms").

1) GENERAL

- a) "Contractor Group" means Contractor, its subcontractors, their affiliates, and the officers, directors, employees, and agents of each.
- b) "Company" means the party requesting the Work.
- c) "Company Group" means Company, its co-venturers, partners, co-lessors, clients, and their contractors and subcontractors (other than Contractor Group), in each case including affiliates, and the officers, directors, employees, and agents of each.
- d) "Work" means the services, rental equipment, and goods described in any Contractor quotation or Company order accepted by Contractor.
- e) These Terms supersede any conflicting or additional terms in any purchase order, work order, or other document issued by Company; any such terms are rejected. A written master services agreement signed by authorized representatives of both parties prevails over these Terms, but only to the extent the master services agreement expressly states that it overrides these Terms. Company accepts these Terms by signing any acceptance document or by permitting Work to begin.

2) WORK

- a) Contractor is an independent contractor; neither Contractor nor its personnel are agents or employees of Company. Any time estimates are approximate only; time is not of the essence for the Work.
- b) Company shall obtain and maintain all permits, licenses, and rights necessary for Contractor to access the well or service site and perform the Work. If Contractor is denied access for any reason beyond its control, Company shall pay Contractor at the standby or waiting rates stated in the applicable order or, if none are stated, at Contractor's prevailing rates for the duration of the denial.
- c) Contractor may terminate the Work at any time by giving Company five (5) days' written notice. Company shall pay Contractor for all Work performed before termination.
- d) Either party may terminate immediately upon written notice if the other party: (i) commits a material breach and fails to cure within fifteen (15) days after receiving written notice specifying the breach; (ii) becomes insolvent or files for bankruptcy; or (iii) breaches Section 6(h) or 6(i).
- e) Sections 3, 4, 5, 6(c), 6(g), 6(h), and 6(i) survive termination or expiration of these Terms.

3) CREDIT AND PAYMENT

- a) These Terms are subject to Company maintaining credit satisfactory to Contractor. Contractor may modify credit terms at any time.
- b) Company shall pay all invoices without setoff, back charge, retention, or withholding (except withholding required by applicable law) within thirty (30) days of receipt, in U.S. dollars unless otherwise agreed. If Company disputes an invoice in good faith, it shall notify Contractor in writing within ten (10) days after receipt, identify the disputed amount and the basis for the dispute, and pay the undisputed balance when due.
- c) Unpaid amounts bear interest at 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the due date until paid.
- d) If payment is more than fifteen (15) days overdue, Contractor may suspend performance on five (5) days' written notice until the overdue amount is paid.

4) LIMITED WARRANTY AND DISCLAIMER

- a) Contractor warrants that: (i) services will be performed in a good and workmanlike manner consistent with generally accepted industry practice; and (ii) goods and rental equipment will be free from defects in material and workmanship at delivery and will materially conform to the specifications in the order. Company's sole remedy is, at Contractor's option, repair, replacement, or credit for the defective Work, provided Company notifies Contractor: (i) for services, before Contractor's demobilization from the well site; (ii) for rental equipment, within forty-eight (48) hours of delivery, or promptly upon discovery of failure during the rental period if attributable to Contractor; (iii) for goods, upon delivery per the agreed Incoterm. Otherwise, the Work is deemed accepted.
- b) Contractor assigns to Company any assignable warranties from third parties but makes no warranty for third-party goods, equipment, or services.
- c) For rental equipment and related services, Contractor makes no warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. All rental equipment is provided "AS IS, WHERE IS," and Company bears all risks of use. Any technical advice is advisory only and on the same "AS IS" basis. Warranties for purpose-built sale equipment, if any, will be specified in the order.
- d) To the maximum extent permitted by law, Contractor disclaims all other warranties, whether express, implied, or statutory, including any warranties of merchantability, fitness for a particular purpose, satisfactory quality, or non-infringement. The warranties in this Section 4 are exclusive. Contractor does not guarantee the results of any Work.

5) INDEMNITY AND INSURANCE

- a) For purposes of this Section 5: (i) "Claims" means all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees; and (ii) "Regardless of Fault" means the indemnifying party's obligation applies even if the indemnified

party is solely, concurrently, or comparatively negligent (including gross negligence), strictly liable, or in breach of duty, warranty, or any obligation (whether statutory or otherwise).

THE INDEMNITIES IN THIS SECTION 5 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW.

b) CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) TO ANY MEMBER OF THE CONTRACTOR GROUP AND FOR LOSS OF OR DAMAGE TO PROPERTY OF THE CONTRACTOR GROUP (EXCEPT RENTAL EQUIPMENT IN THE CARE, CUSTODY, OR CONTROL OF ANY MEMBER OF THE COMPANY GROUP), REGARDLESS OF FAULT.

c) COMPANY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR GROUP FROM ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) TO ANY MEMBER OF THE COMPANY GROUP AND FOR LOSS OF OR DAMAGE TO PROPERTY OF THE COMPANY GROUP, REGARDLESS OF FAULT.

d) COMPANY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR GROUP FROM ALL CLAIMS, REGARDLESS OF FAULT, FOR: (i) LOSS OF OR DAMAGE TO ANY RESERVOIR, STRATA, WELL, OR WELLBORE, INCLUDING LOSS OF OIL, GAS, OR OTHER MINERALS; (ii) FIRE, EXPLOSION, BLOWOUT, OR CRATERING OF ANY WELL, INCLUDING THE COSTS TO CONTROL A WILD WELL AND REMOVE DEBRIS; AND (iii) POLLUTION OR CONTAMINATION ORIGINATING FROM THE WELL, RESERVOIR, OR SUBSURFACE, OR DUE TO BLOWOUT OR LOSS OF WELL CONTROL, INCLUDING COSTS FOR RE-DRILLING, CONTROL, CLEAN-UP, REMOVAL, AND ENVIRONMENTAL RESTORATION.

CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM CLAIMS ARISING FROM POLLUTION OR CONTAMINATION ORIGINATING ABOVE THE SURFACE FROM CONTRACTOR GROUP'S OWN EQUIPMENT WHILE IN CONTRACTOR GROUP'S SOLE CARE, CUSTODY, AND CONTROL, EXCEPT TO THE EXTENT SUCH POLLUTION RESULTS FROM AN EVENT DESCRIBED IN SECTION 5(d)(i), (ii), OR (iii).

A "Third Party" is any person or entity outside both the Company Group and the Contractor Group. Third-party claims for bodily injury, illness, death, or property damage arising from the events in this Section 5(d) are Company's responsibility, Regardless of Fault.

e) COMPANY SHALL COMPENSATE CONTRACTOR FOR THE REASONABLE COST TO REPAIR, REPLACE, OR RECOVER (INCLUDING FISHING) ANY CONTRACTOR GROUP EQUIPMENT, OTHER THAN RENTAL EQUIPMENT GOVERNED BY SECTION 6(a), THAT IS LOST OR DAMAGED WHILE IN COMPANY GROUP'S CARE, CUSTODY, OR CONTROL, INCLUDING WHILE DOWNHOLE, REGARDLESS OF FAULT. IF SUCH EQUIPMENT IS DAMAGED BEYOND REPAIR OR LOST, COMPANY SHALL PAY THE RATE SPECIFIED IN THE ORDER OR, IF NO RATE IS SPECIFIED, THE NEW REPLACEMENT COST INCLUDING FREIGHT, DUTIES, INSPECTION, AND HANDLING.

f) Each party shall maintain insurance (or qualified self-insurance) with limits of at least US \$10 million, unless the order states otherwise, to support its indemnity obligations under this Section 5. Policies shall be primary and, to the extent permitted by applicable law, shall name the other party as an additional insured. Each party shall provide certificates of insurance upon request.

Where any statute (including Texas CPRC Chapter 127, Louisiana R.S. 9:2780, or any equivalent) restricts or voids an indemnity or insurance obligation under this Section 5, that obligation is automatically amended to the maximum scope permitted by the statute, including any insurance-supported safe harbor. The remainder of this Section 5 is unaffected.

g) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING, WHETHER CHARACTERIZED AS DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL: LOSS OF REVENUE, PROFIT, PRODUCTION, BUSINESS OPPORTUNITY, CONTRACT, OR GOODWILL; LOSS OF USE; RIG TIME; SPREAD COSTS; NON-PRODUCTIVE TIME; OR OTHER ECONOMIC LOSS OF A SIMILAR NATURE, HOWEVER ARISING AND WHETHER OR NOT FORESEEABLE ("CONSEQUENTIAL LOSS").

CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY GROUP FROM CONTRACTOR GROUP'S OWN CONSEQUENTIAL LOSS, REGARDLESS OF FAULT. COMPANY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CONTRACTOR GROUP FROM COMPANY GROUP'S OWN CONSEQUENTIAL LOSS, REGARDLESS OF FAULT.

THIS SECTION 5(g) DOES NOT LIMIT EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER SECTIONS 5(b) THROUGH 5(f).

h) EXCEPT FOR (I) INDEMNITY OBLIGATIONS UNDER SECTIONS 5(b) THROUGH 5(f) AND COMPANY'S EQUIPMENT OBLIGATIONS UNDER SECTION 6(a), (II) COMPANY'S PAYMENT OBLIGATIONS, (III) FRAUD, AND (IV) OBLIGATIONS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE RELEVANT ORDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

i) No claim (other than third-party indemnity claims under this Section 5) may be brought more than twelve (12) months after the event giving rise to the claim, or the completion of the relevant Work, whichever is later.

6) MISCELLANEOUS

a) Rental Equipment.

For purposes of this Agreement, "Rental Equipment" means any equipment that Contractor Group supplies and identifies as rental equipment in the applicable order, and any equipment that Contractor Group provides to Company Group on a rental basis without a work crew or personnel to operate it.

Company shall return Rental Equipment reasonably clean and free of radioactive contamination; Contractor may charge cleaning or decontamination fees at the rates stated in the quotation or, if none are stated, at Contractor's prevailing rates.

Title to Rental Equipment remains with Contractor. Company shall not sublease or alter Rental Equipment without Contractor's prior written consent.

All intellectual property arising from the Work is Contractor's property unless an order expressly states otherwise.

Company shall reimburse Contractor for any loss of or damage to Rental Equipment that occurs while in the care, custody, or control of any member of the Company Group, including while downhole, except for (A) normal wear and tear and (B) loss or damage caused by the gross negligence or willful misconduct of any member of Contractor Group. If Rental Equipment is repairable, Company shall pay the reasonable repair, transportation, and inspection costs. If Rental Equipment is damaged beyond repair, is not returned to the original delivery point, or is lost, Company shall pay the rate specified in the order or, if no rate is specified, the new landed replacement cost, including freight, import duties, inspection, certification, handling, and reasonable administrative costs.

b) Risk of Loss and Title.

Risk of loss of goods passes on delivery, per the agreed Incoterm; title transfers upon the earlier of payment or delivery (excluding rental equipment).

c) Confidentiality.

Company shall maintain the confidentiality of Contractor's non-public information. Company shall not disclose such information without Contractor's prior written consent.

d) Force Majeure.

Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including acts of God, war, terrorism, fire, flood, earthquake, epidemic or pandemic, government action or sanctions, embargo, cyberattack, supply-chain disruption, strike, or other labor unrest.

The affected party shall notify the other promptly and use reasonable efforts to mitigate the impact. Force majeure shall not excuse either party's payment or indemnity obligations.

If a force majeure event continues for more than one hundred and eighty (180) days, either party may terminate the affected order on written notice.

e) Waiver and Severability.

A party's failure to enforce any provision is not a waiver of that or any other provision. If any provision is held invalid, the remaining provisions continue in full force.

f) Assignment.

Contractor may assign these Terms to an affiliate without consent. Company may not assign without Contractor's prior written consent.

g) Governing Law and Dispute Resolution.

US General Maritime Law governs disputes about Work performed offshore the United States. Texas law governs disputes about Work performed onshore in the United States. The laws of England and Wales govern disputes about Work performed outside the United States. In each case, the applicable law applies without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods does not apply. The Contracts (Rights of Third Parties) Act 1999 does not apply, and no third party may enforce any provision of these Terms.

Before filing any legal proceeding, the parties must attempt to resolve the dispute through good-faith negotiation between each party's senior management representative with authority to resolve the dispute. The negotiation period begins on written notice of the dispute and lasts thirty (30) days.

A dispute about Work performed onshore in the United States that is not resolved through negotiation must be brought in one of two forums. If the Texas Business Court, Eleventh Division, has subject-matter jurisdiction, the dispute must be brought there. If the Business Court lacks jurisdiction or declines to exercise it, the dispute must be brought in the state district courts of Montgomery County, Texas. The parties agree that the total consideration under these Terms (including all work orders, purchase orders, and scopes of work) constitutes a "major transaction" under Texas Civil Practice and Remedies Code § 15.020. The venue this section designates is mandatory. Each party submits to the jurisdiction of these courts, waives any objection to venue or forum non conveniens, and consents to service of process in any manner Texas law permits.

A dispute about Work performed offshore the United States or outside the United States that is not resolved through negotiation must be resolved by ICC arbitration. A sole arbitrator shall hear disputes with an amount in controversy below US \$5,000,000, and three arbitrators shall hear all other disputes, under the Rules of the International Chamber of Commerce. The seat of arbitration is Houston, Texas, for offshore disputes and London, England, for international disputes. The arbitration language is English. The award is final, binding, and enforceable in any court of competent jurisdiction.

Nothing in this section prevents either party from seeking a temporary restraining order, temporary injunction, or other emergency relief from any court of competent jurisdiction, including the Texas Business Court. Seeking emergency relief does not waive the right to enforce the venue provisions of this section or, where arbitration applies, the right to compel arbitration.

h) Anti-Corruption and Anti-Bribery.

Each party shall comply with all applicable anti-corruption and anti-bribery laws, including the US Foreign Corrupt Practices Act, the UK Bribery Act 2010, and equivalent local laws. Neither party shall offer, pay, or accept anything of value to improperly influence any act or decision in connection with the Work. Each party shall maintain accurate books and records and promptly notify the other of any suspected violation. Breach of this Section is a material breach permitting immediate suspension and termination without liability.

i) Export Controls and Trade Sanctions.

Each party shall comply with all applicable trade sanctions, export control, and customs laws, including those administered by US OFAC and BIS, the UK Office of Financial Sanctions Implementation (OFSI) and the Office of Trade Sanctions Implementation (OTSI), each under SAMLA 2018, and the EU Council (including Regulations 269/2014 and 833/2014, as amended). Neither party shall use or provide access to any Work in a manner that violates applicable sanctions or export control laws. Each party represents that it is not a sanctioned party or owned or controlled by a sanctioned party. Each party shall promptly notify the other of any change in its sanctions status or of any suspected violation of this Section. Breach of this Section is a material breach permitting immediate suspension and termination without liability.

j) Notices.

All notices under these Terms shall be in writing and delivered to the address specified in the applicable order, by hand, courier, or confirmed electronic means. A notice is effective on confirmed delivery.

k) Data Protection.

Each party shall comply with all applicable data protection and privacy laws. To the extent either party processes personal data on behalf of the other in connection with the Work, it shall do so only on documented instructions and maintain appropriate technical and organizational safeguards. The parties shall enter into a data-processing addendum if required by applicable law.