



NINE ENERGY SERVICE, INC. (“NINE”)
SERVICE TERMS AND CONDITIONS – U.S.A.

ACCEPTANCE

By requesting that Contractor extend credit to Customer, or by requesting any Work from Contractor, Customer voluntarily elects to enter into and be bound by these General Terms and Conditions (hereinafter, these “Terms”), provided that in the event the parties have executed a valid Master Service Agreement (“MSA”), then the terms of such MSA shall prevail over these Terms.

Definitions. The following definitions apply to these Terms:

“**Bid**” or “**Proposal**” means a written quotation, bid or proposal submitted by Contractor to Customer for Work.

“**Claim(s)**” means all claims, demands, causes of action (whether in law or in equity), liabilities, damages, judgments, awards, losses, fines, penalties, costs and expenses (including costs, expenses and legal fees) of any kind or character.

“**Customer**” means the person or entity to whom Work is provided.

“**Delivery Ticket**” means any documents that Contractor requests that the Customer (or its agent) sign at the well or Work site prior to or at the time of delivery or rendering of Work.

“**Group**” with respect to either party means such party and its parent, subsidiary and affiliated companies, joint owners, joint operators, partners and joint venturers, its and their contractors and subcontractors, and the officers, directors, employees, agents, insurers and invitees of all of the foregoing, provided that no member of Contractor Group shall be considered a member of Customer Group.

“**Contractor**” means the entity providing Work hereunder (either CDK Perforating, LLC; Crest Pumping Technologies, LLC; RedZone Coil Tubing, LLC; or Nine Downhole Technologies, LLC, as the case may be).

“**Order**” means Contractor’s Bid, Proposal or Delivery Ticket, as applicable.

“**Work**” means the products, rental equipment, and/or services to be provided by Contractor to Customer.

PAYMENT

Customer agrees to pay Contractor for the Work at the pricing set forth in the Order, or, if no Order is issued, in accordance with Contractor’s current price list in effect at the time the Work is rendered. Unless Contractor has agreed to extend credit to Customer, Customer will pay all amounts due in cash, in advance. If Contractor has agreed to extend credit to Customer, Customer will pay all amounts due within thirty (30) days from the date of invoice. If Customer disputes any invoice in whole or in part, Customer will notify Contractor and pay the undisputed portion within the original thirty (30) day period. Contractor and Customer will endeavor in good faith to settle and adjust any such disputed amount expeditiously. Undisputed amounts paid after the stated thirty (30) days will accrue interest on the balance due at the rate of eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is less. If it is necessary for Contractor to employ any agency or law firm to collect any account, Customer hereby agrees to pay all fees and expenses incurred by Contractor in the collection of

Customer's account, including legal fees. Contractor may review and modify Customer's credit status upon a change in status of Customer.

PRODUCT SHIPMENT

Unless otherwise specified in the Order, all sales of product are shipped FOB Contractor's facility. Risk of loss shall pass to Customer upon departure of the product from Contractor's facility.

THIRD PARTY CHARGES/TAXES

Customer shall pay all customs, excise, import, export and other duties applicable to transactions hereunder. Contractor's price is exclusive of any sales, use or other taxes, which shall be for Customer's account. Contractor will identify any such taxes as a separate line item on Contractor's invoice. Customer will pay any and all taxes or other levies (other than income taxes imposed on Contractor) imposed by any governmental agency (or other similar authority) with respect to charges made or payments received under these Terms. Customer is solely responsible for obtaining all necessary permits and licenses required for the performance of the Work by Contractor under these Terms.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor in the performance of Work to Customer hereunder, and neither Contractor nor any employee of Contractor Group shall be an agent, representative, employee, servant or other representative of Customer for any purpose.

LIMITED WARRANTY

For a period of thirty (30) days from the completion or delivery thereof (as applicable), Contractor warrants that the Work will be free from defects in materials and workmanship and that the Work will conform to the written specifications provided to Contractor (if any). Contractor makes no warranty of any kind with regard to products manufactured by a third party ("Third Party Products") but will assign any available manufacturer warranties for Third Party Products to Customer upon request. EXCEPT FOR THAT WHICH IS EXPRESSLY PROVIDED IN THIS SECTION 7, CONTRACTOR MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY WORK PROVIDED BY CONTRACTOR UNDER THESE TERMS. Contractor's sole liability and Customer's sole and exclusive remedy in any cause of action (whether in contract, tort or otherwise) arising out of defective or non-conforming Work is expressly limited to, at Contractor's option, either: (a) the replacement or re-performance of any defective Work, or (b) the issuance of a refund or credit to Customer for the price paid by Customer for that portion of the Work found to be defective or non-conforming.

INDEMNITY OBLIGATIONS

CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD THE CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM (I) PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF THE CUSTOMER GROUP, AND (II)

DAMAGE TO OR LOSS OF PROPERTY OF CUSTOMER GROUP (WHETHER OWNED, LEASED, RENTED OR HIRED) ARISING FROM THE PERFORMANCE OF WORK UNDER THESE TERMS.

CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD THE CUSTOMER GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM (I) PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF THE CONTRACTOR GROUP, AND (II) DAMAGE TO OR LOSS OF PROPERTY OF CONTRACTOR GROUP (WHETHER OWNED, LEASED, RENTED OR HIRED) ARISING FROM THE PERFORMANCE OF WORK UNDER THESE TERMS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM: (I) LOSS OR DAMAGE TO ANY WELL, HOLE, (INCLUDING, WITHOUT LIMITATION, THE COST OF RE-DRILL), RESERVOIR, GEOLOGICAL FORMATION OR UNDERGROUND STRATA, OR THE LOSS OF OIL OR GAS THEREFROM, (II) BLOWOUT, FIRE, EXPLOSION, CRATERING OR ANY UNCONTROLLED WELL CONDITION (INCLUDING, WITHOUT LIMITATION, THE COST TO CONTROL A WILD WELL AND THE REMOVAL OF ALL DEBRIS), AND (III) POLLUTION OR CONTAMINATION OF ANY KIND (OTHER THAN SURFACE SPILLAGE OF FUELS, LUBRICANTS, SEWAGE OR GARBAGE ORIGINATING FROM CONTRACTOR GROUP'S EQUIPMENT, TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE OF CONTRACTOR GROUP) INCLUDING, WITHOUT LIMITATION, THE COST OF CONTROL, REMOVAL AND CLEAN-UP, ARISING OUT OF THE PERFORMANCE OF WORK UNDER THESE TERMS.

THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN THESE TERMS SHALL APPLY TO ANY AND ALL CLAIMS, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND SHALL APPLY WITHOUT REGARD TO THE CAUSE(S) THEREOF INCLUDING UNSEAWORTHINESS, PRE-EXISTING CONDITIONS, BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, OR THE NEGLIGENCE OF ANY PERSON OR ENTITY, INCLUDING THE INDEMNIFIED PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY.

TERMINATION AND SURVIVAL

These Terms shall remain in effect for a period of 1 year from the date hereof (or from the date Work was first performed, whichever is earlier) and from year to year thereafter until terminated by a party in writing. Upon termination of these Terms or any Work, Customer shall pay Contractor for all Work completed up to the point of termination and for any costs and expenses incurred or arising in connection with such termination. The provisions of Sections 3, 8, 10, 11,12 and 13 shall survive any expiration or termination of these Terms.

INSURANCE

Each party agrees to support its respective indemnity obligations herein (for the benefit of the other party as an

indemnitee) with liability insurance coverage with limits of liability not less than five million dollars (\$5,000,000). It is the express intention of the parties that the indemnities contained herein apply to the fullest extent permitted by applicable law.

WAIVER OF CONSEQUENTIAL DAMAGES

Neither party hereunder will be liable to the other for any special, incidental, indirect or consequential damages or losses (including lost profit, loss of production or delayed or deferred production) arising from the performance of Work under these Terms, and each party hereby releases the other in this regard.

RENTAL EQUIPMENT

If requested by Customer, Contractor shall provide rental equipment in good working order in accordance with Contractor' current price list. Title to such rental equipment shall remain with Contractor at all times. Notwithstanding any term herein to the contrary, Customer shall assume liability at all times for loss, damage to or destruction of Contractor's rental equipment while at Customer Group's locations or otherwise in the care, custody or control of Customer Group, and in the event of such loss, damage or destruction, Customer shall pay or reimburse Contractor for the actual repair costs or the replacement value (new) of such rental equipment.

MISCELLANEOUS

Force Majeure. Contractor shall not be liable for any delay or non- performance due to governmental regulation, labor disputes, hostile action, weather, fire, pandemics, acts of God or any other causes beyond the reasonable control of Contractor. *Governing Law/Severability.* These Terms shall be governed by the laws of the State of Texas, without reference to the conflict of law principles of any other state. If any provision of these Terms is held to be partially or completely contrary to law and/or unenforceable by a court of competent jurisdiction, these Terms shall be deemed to be amended to partially or completely modify such provision or portion thereof, to the minimum extent necessary to make it enforceable, or, if necessary, these Terms shall be deemed to be amended to delete the unenforceable provision or portion thereof. *Conflict.* In the event of conflict between these Terms and the terms and conditions of any other agreement (including any purchase order, work order, request for Work, call-out or other similar agreement, but excluding any MSA), these Terms shall prevail.