2. Company hereby agrees to furnish to Customer Equipment and/or Services, subject to and in consideration of the following terms and conditions of this Equipment Rental/Services Agreement (“Terms”):

3.6. Company hereby agrees to furnish to Customer Equipment and/or Services, subject to and in consideration of the following terms and conditions of this Equipment Rental/Services Agreement (“Terms”):

3.3. GENERAL

3.1. These Terms take precedence over any alternative terms in any other document connected with the Equipment and/or Services. The parties agree that the high/low terms in this Agreement are not part of a signed, sealed, and delivered master rental, service or other similar agreement between Customer and Company, and shall not alter, deface, cover up or conceal any numbering, lettering, insignia or labels displayed on the Equipment.

4.4. The Terms may not be altered or amended unless agreed to in writing by Customer and Company. The Terms shall be the U.S. District Court for the Southern District of Texas, or the State Court of Texas, in accordance with the laws of that jurisdiction. The Terms contain the entire agreement governing the rental of Equipment or provision of Services by Company to Customer.

4.2. Customer shall indemnify, defend and hold harmless Company Group from and against any and all claims brought by any person, party or entity for Personal or Property Damage, Pollution Damage and/or Wreck or Dereliction.