

## **FLOTEK GROUP LIMITED EQUIPMENT, INSTALLATION AND MAINTENANCE SERVICES – SPECIAL TERMS**

These Equipment, Installation and Maintenance Services terms (“**Maintenance Terms**”) apply to the Equipment, Installation and Maintenance Services that we provide to you. Please review these Maintenance Terms in conjunction with our General Terms and Conditions.

### **1. Maintenance Services Definitions**

Capitalised terms will be defined in the General Terms and Conditions. The following additional definitions will also apply in these Maintenance Terms:

**Extended Term:** has the meaning given to it in paragraph 4.1 of these Maintenance Terms;

**Minimum Term:** 12 months from the Services Commencement Date or such other period set out in the Order Form;

**Maintenance Service:** means the maintenance services provided to you under a Contract as further particularised in the Flotek Service Level document found here - <https://flotek.io/sla>

**Services Commencement Date:** the date when the Maintenance Services will commence, as set out in the Order Form;

**Standard Service Definition:** a document setting the service levels that apply to the Services and detailing any service credits (where applicable), the current version of which can be found here: as further particularised in the Flotek Service Level document found here - <https://flotek.io/sla> and may be updated from time to time; and

**Third Party Maintenance:** has the meaning given to it in clause 4.12.

### **2. Equipment**

2.1 Subject to paragraph 2.2 of these Maintenance Terms, we warrant that any Equipment on delivery will:

- (a) conform in all material respects with any description provided to you; and
- (b) be free from material defects in design, material, and workmanship;

and if within 3 days of delivery you notify us in writing that the Equipment does not comply with this warranty and provide us with a reasonable opportunity to examine the Equipment (which may require you to return the Equipment to us at your cost), we will at our option repair or replace any Equipment that we agree does not comply with the warranty (and such non-compliance is not due

to anything we consider you have done to cause it). This will be your sole and exclusive remedy in respect of Equipment provided that does not comply with the warranty set out herein.

- 2.2 You acknowledge and accept that our remedy for any Equipment that does not conform with this warranty at paragraph 2.1 may be prescribed by the applicable Third-Party Provider, and our only responsibility in relation to the same will be to liaise with the Third-Party Provider to facilitate such remedy for you (which will be your sole and exclusive remedy in respect of this Equipment not complying with the warranty above).
- 2.3 Where the Equipment is covered by a third-party manufacturer warranty from the Third-Party Provider, we will use reasonable endeavours to pass the benefit of any such warranty to you. Where you notify us of a fault with the Equipment during the term of any such third-party manufacturer warranty, we will where possible facilitate the return and repair/replacement of the Equipment by the manufacturer (in its discretion).
- 2.4 Where Equipment is returned to us or a Third-Party Provider pursuant to paragraph 2.3 of these Maintenance Terms, we will use reasonable endeavours where possible to provide replacement equipment to cover the warranty period process until the Equipment is returned or replaced, however it is not always possible for us to do so and we are under no strict obligation to do so. It is your responsibility to ensure that you have alternative ways of working and carrying on your business to cover a situation where Equipment requires replacement and/or repair.
- 2.5 Where Equipment under a warranty pursuant to paragraph 2.3 of these Maintenance Terms needs replacing or repairing, we will ensure that the new Equipment is configured and built as per the original Equipment at no cost, as long as the Equipment was bought from us and an active support agreement is in place. If, however, any Equipment is being upgraded, professional services, costs or charges for the configuration of the Equipment will apply.
- 2.6 The provision of any Equipment by Flotek is conditional on the availability of such Equipment prior to the Estimated Installation Date. Flotek shall use reasonable endeavours to deliver or procure the delivery of the Equipment and carry out or procure the carrying out of the Installation Services within the agreed estimated periods for delivery and installation, but this is not guaranteed, and time is not of the essence in relation to delivery and installation. We will not be liable for any delay or failure to deliver the Equipment where this is caused by a force majeure event or your failure to provide us with adequate delivery instructions.
- 2.7 Delivery of Equipment shall be to the Customer's Site at any time after Flotek notifies you that the Equipment is ready and will be deemed to take place when the relevant Equipment arrives at the Customer's Site (prior to unloading or unpacking). In relation to Delivery of any Equipment:

- (a) you shall be responsible for checking that all details specified in the order for Equipment are correct and in checking the delivered Equipment against such order for accuracy;
- (b) if you fail to take delivery of any Equipment within 10 Business Days of Flotek notifying you that the Equipment is ready for delivery, the Equipment shall be deemed to have been delivered at 9.00am on the 10<sup>th</sup> Business Day following the day on which we notified you that the Equipment was ready at which point the Equipment will be deemed at your risk and we can charge you for any costs and expenses for its storage and safekeeping or (at our discretion) we can repurpose such Equipment;
- (c) we may deliver Equipment in instalments. If delivered in instalments, any delay or failure in the delivery of one instalment shall not entitle you to reject or cancel any other instalment; and
- (d) the risk in the Equipment shall pass to you on delivery at which point you are responsible for insuring the Equipment and its safekeeping.

2.8 Where you are purchasing the Equipment from us, title to the Equipment will not pass to you until we have received payment for the Equipment and any Installation Services in full.

2.9 Where you are leasing or renting Equipment from us, or until the time when title passes to you for Equipment that you are purchasing, you shall:

- (a) not remove, deface, or obscure any identifying mark on or relating to the Equipment;
- (b) maintain the Equipment in satisfactory condition and insured against all risks for its full price from the date of Delivery or deemed Delivery;
- (c) not lease, charge, or otherwise encumber the Equipment;
- (d) not remove the Equipment from the Customer's Site without our prior written consent;
- (e) not make any alterations, modifications or additions to the Equipment without our prior approval;
- (f) not use the Equipment in connection with other equipment unless this has been approved by us;
- (g) unless being utilised specifically for the Services under the Contract, store the Equipment separately from all other goods held by you so that they remain readily identifiable as our property; and
- (h) notify us immediately if your financial position changes, including without limitation if you become subject to or may become subject to an insolvency event pursuant to clauses 11.2(c) to 11.2(e) of the General Terms and Conditions.

2.10 If the Equipment is leased or rented to you, you shall:

- (a) return the Equipment to Flotek at your cost immediately on request or at the end of the period for lease or where the Contract is terminated; and
- (b) permit Flotek or its agents to enter any premises of the Customer (including the Site) or of any third party where the Equipment is located in order to recover it.

2.11 Subject to clause 9 (Limitation of Liability) of our General Terms and Conditions and unless personal injury is caused through our negligence, we shall not be liable for any injury, damage or loss to any persons or property however caused (whether direct or indirect) arising out of the use of the Equipment. You agree to indemnify us, and keep us indemnified, in full for any liability or losses that we incur arising out of or in connection with any injury, damage or loss to any persons or property in the use of the Equipment or for your failure to comply with your obligations under these Maintenance Terms.

### **3. Installation Services**

3.1 Where are providing any Installation Services for the Equipment:

- (a) you will provide us with all such information and assistance that we may require to provide the Installation Services, including without limit any plans and floorplans for the Site;
- (b) subject to paragraph 2.6 of these Maintenance Terms, we shall use our reasonable endeavours to complete installation of each item of Equipment at the Site by the Estimated Installation Date;
- (c) you will prepare the Site for installation prior to the Estimated Installation Date in accordance with our instructions and provide all such cooperation, assistance, facilities, equipment, and information to assist in the performance of the Installation Services;
- (d) it is your responsibility to ensure that any equipment or materials provided by you for the Installation Services are in good working order and available and (where applicable) appropriately installed or positioned;
- (e) you will notify us within 10 Business Days of the completion of the Installation Services any issues with the Installation Services and we will at our discretion repair or reperform the Installation Services where we are notified within this timeframe, which will be your sole and exclusive remedy in relation to the Installation Services. We will not be responsible for any issues that arise with the Installation Services after this time period.

3.2 Notwithstanding any other provision of the Contract, Flotek shall not be liable to you in any way for:

- (a) any acts or omissions of any third party (including any Third-Party Provider) that may (wholly or partially) cause, impact or result in any interruption, fault, or error with, or withdrawal of (temporarily or permanently) the Installation Services including any failure of a third party (including any Third-Party Provider) to provide information, or a delay or failure to complete any Installation Services required; and
- (b) any damage or loss caused by any third party (including any Third-Party Provider) to your premises (including the Site), property or equipment or other materials in providing Installation Services; and

in relation to the above, our sole obligation for any acts or omissions of any third party (including the Third-Party Provider) and any such damage or loss will be to liaise with the third party (including the Third-Party Provider) to attempt to resolve the issue and find a solution (which may require you to raise an issue directly with them).

#### 4. Maintenance Services

- 4.1 The Maintenance Services will start on the Services Commencement Date as specified in the Order Form and, unless terminated earlier in accordance with the terms of the Contract, shall continue for the Minimum Term. At the end of the Minimum Term, the Maintenance Services will automatically renew for successive 12-month periods (each an “**Extended Term**”) unless either party terminates on not less than 90 days’ notice, to expire at the end of the Minimum Term or then-current Extended Term.
- 4.2 The Maintenance Services shall only be supplied by Flotek in relation to the Equipment and to any other equipment agreed by Flotek in writing from time to time in writing. Unless agreed otherwise in writing by Flotek, Flotek shall supply the Maintenance Services in accordance with the Standard Service Definition as amended from time to time.
- 4.3 The Maintenance Services shall not include or be deemed to include repair or maintenance to:
  - (a) Equipment that is faulty or has failed due (in whole or in part) to or caused by:
    - (i) fair wear and tear;
    - (ii) your (including your agents or workers) actions, operating errors, omissions or defaults;
    - (iii) failure in air-conditioning or fluctuations in electrical power;
    - (iv) any failure of equipment or software attached to or integrated to the Equipment where such equipment or software was not supplied by Flotek;
    - (v) vandalism, fire, theft, water, or lightning;

- (vi) any defect or error in software loaded on to the Equipment;
  - (vii) any defect or fault in connection with services supplied to Flotek by any Third-Party Provider;
  - (viii) failure by you (including your agents or workers) to adequately maintain any Equipment or operate it in accordance with the manufacturer's, our or a Third-Party Provider's specifications, guidelines, instructions, or recommendations; or
  - (ix) any attempt by you or any third-party other than Flotek or its duly authorised agents to repair, reconfigure, re-program or otherwise alter the Equipment or any equipment or cabling attached to it;
- (b) ancillary items, including but not limited to, answer-phones, analogue and digital phones or devices, call loggers, payphones, computers, servers, uninterruptible power supplies, batteries, fax machines, public address systems, printers, cabinets, external music on hold sources, any cabling and/or consumables unless otherwise agreed in writing;
  - (c) the maintenance or repair of any extension wiring, distribution points/frames or extension sockets unless agreed by us. Where extension sockets are found to be faulty or damaged, we may in our discretion replace these with our standard sockets and faceplates at our then-current rates for such replacement;
  - (d) wiring and connections between network connection points and any extension socket, and any underground or overhead routes;
  - (e) unless specifically included in the Order Form, repairs of site wiring or connection ports are not included. We may in our discretion repair these which will be chargeable at our then-current rates for such works;
  - (f) the maintenance and repair of any Equipment not at the Site, or of anything other than the Equipment; and
  - (g) the reprogramming of the Equipment to provide improved or modified services or facilities.
- 4.4 In the event that Flotek carries out Maintenance Services to any Equipment which has, in its reasonable opinion, failed or become faulty due (wholly or partially) to any of the circumstances described in clause 4.3(a), Flotek shall be entitled to charge reasonable additional fees for such services.
- 4.5 Any alterations, additions or modifications to the Equipment shall not be made other than by Flotek. Alterations to any associated wiring must be made with our prior approval and to the relevant professional standard. Any faults with the Equipment arising as a result of any alterations, additions or modifications carried out other than by us will not be covered by the Maintenance Services, and if we do agree to provide Maintenance Services for such Equipment, we may charge you additional

fees for this.

- 4.6 In carrying out the Maintenance Services, Flotek shall not (subject to clause 9 of the General Terms and Conditions) be liable for the loss of any data or information stored on the Equipment or any other equipment that may be affected by the carrying out of the Maintenance Services and the Customer shall ensure that appropriate backups of all data and information are maintained and stored to allow data to be restored where there is a data loss. Your failure to take and keep backups of data may result in loss of use, and we may charge you additional fees for the re-commissioning of the Equipment and systems in the event of a data loss.
- 4.7 In rectifying any fault to Equipment it may be necessary for Flotek to reset the Equipment's software. In such cases, Flotek shall not be responsible for resetting or reloading equipment programming and user profiles, which will be your responsibility.
- 4.8 The Maintenance Services are limited to the provision and repair of the Equipment by Flotek on a like for like basis, which may include Flotek supplying reconditioned parts for Equipment and reconditioned Equipment. Any Equipment that is removed or replaced and any parts that are removed or installed in Equipment in the carrying out of the Maintenance Services shall become or shall remain (as the case may be) the property of Flotek.
- 4.9 Flotek will not be required to carry out servicing as part of the Maintenance Services beyond its normal service boundaries. In the event that a fault being reported by you is found to be a fault that is external to the Equipment covered, then Flotek may in its discretion agree to provide Maintenance Services for such fault but may charge additional fees for carrying out these Maintenance Services.
- 4.10 Subject to clause 9 of the General Terms and Conditions, Flotek shall not be liable for any delay in the performance of the Maintenance Services where such delay is attributable to no or poor or delayed availability of spare parts for any item of Equipment. You acknowledge and accept that the provision of the Maintenance Services may be dependent on us accessing and procuring equipment or other ancillary parts from third parties.
- 4.11 If the Maintenance Services are terminated prior to the end of any applicable Minimum Term or Extended Term, you will be responsible for paying to us all charges that would have accrued during the period of termination to the end of the Minimum Term or Extended Term (as the case may be).
- 4.12 Where we have agreed for maintenance support to be provided by a third party ("**Third Party Maintenance**"), in the event you require the support of such Third Party Maintenance, you may first contact us and we shall provide first line support in respect of that Third Party Maintenance,

and thereafter the Customer shall receive the Third Party Maintenance directly. The applicable third party who is providing the Third Party Maintenance is wholly responsible to you for the services that they carry out, and we shall have no liability or responsibility in relation to the same.

- 4.13 In the circumstances that equipment and/or spare parts or skills relevant to the Equipment under cover become unavailable or obsolete, Flotek may be unable to continue to offer the Maintenance Services. Where this occurs, Flotek will contact you and inform you of the reasons and provide you with available options. If no other options are available or acceptable to Flotek, Flotek may terminate the Contract relating to Maintenance Services on 60 days' notice.