

## FLOTEK GROUP LIMITED

# GENERAL TERMS AND CONDITIONS – A SUMMARY

Our General Terms and Conditions (“**Terms**”), as attached to this summary, apply to all of our Services, regardless of which member of the Flotek Group you enter into a Contract with.

This summary is intended to help you understand key elements of our Terms. However, it is important that you **read and understand the full Terms before you sign the Order Form** and agree to receive the Services. Please let us know if you have any questions.

Please note that our Terms take priority so if anything in this summary contradicts our Terms, the provisions set out in our full Terms will be the terms that apply.

### **What documents make up the Contract between us?**

The Contract between us made up of the following documents:

1. **Order Form** – this sets out the specific details of the Contract, including a full breakdown of the Services that you will receive, any Equipment that we are providing to you (including whether this is sold to you or purchased), and the Charges that you will pay. Once this document is signed, the Contract will be formed and will be legally binding. You will enter into an Order Form for each Contract that you enter into with us.
2. **General Terms and Conditions** – these set out the general provisions that apply to every Contract.
3. **Special Terms** – each of the Special Terms set out specific provisions that apply to each of the services that we may provide to you. Our Order Form will set out the Special Terms that apply to each Contract.

There are other documents that apply to the Contract too, for example, our Service Level Agreement and Fair Use Policy. You will see these mentioned in our Terms. We may also provide you with documentation from one of our Third-Party Providers containing terms that you have to agree to, or comply with, to use the Services provided by that Third-Party Provider.

Details of how an order is processed, how a Contract is formed between us, and the basis of a Contract are set out at clause 2 of our Terms.

### **Where are the specific terms for each Service set out?**

As above, these are set out in our Special Terms. Which Special Terms that apply will depend on the Services you receive and we will link to the relevant Special Terms in our Order Form.

Generally, our Special Terms include the following:

1. Comms Terms
2. Network Terms
3. Mobile Terms
4. IT Support Terms
5. Cybersecurity Terms
6. Maintenance Terms

In order to provide some of our Services, we may need to carry out a Site Survey and carry out Installation Services. We may also need to provide you with Equipment (which may be leased to you, or purchased by you, as confirmed in the Order Form). Our Maintenance Terms set out details on

Installation Services and Equipment, but there are also specific details set out in the Special Terms relevant to a particular Service. Clauses 3 and 4 of our Terms also set out details on preparation of the Site for the Services.

### **How do we provide the services to you, including our use of third parties**

Your Contract for Services is with us. However, some of our Services are provided by or reliant on Third-Party Providers. This means you may be required to agree to additional terms from a Third-Party Provider (including entering into an end-user licence agreement or EULA with a Third-Party Provider) in order to receive the Services. As the contractual relationship is with us, where you have any questions about particular Third-Party Providers or their Services, please raise those with us. There are a number of clauses in our Terms that set out further details on our use of Third-Party Providers, in particular clause 3 of our Terms.

### **Your obligations**

There are several obligations that apply to you across the whole Contract, including at clause 4 of the Terms. You will need to review the Terms, Special Terms and Order Form carefully to identify your obligations to ensure you can comply with them.

### **How long does the Contract last?**

All of our Services will continue for a minimum period of time, which is set out either in the Special Terms that apply to the Services or the Order Form. The minimum period will apply to each Service provided, even those of a similar type (so, if you are receiving Mobile Services from us, the minimum period will apply to each connection that we provide to you, which may run from different dates).

Each Contract will continue until all of the Services under it have terminated or expired.

You will note that each of our Services can also renew automatically at the end of the minimum period – the renewal terms are set out in our Special Terms or Order Form – and so where you would like to terminate Services at the end of the minimum period, or any renewal period, you will need to provide us with the required notice to do so.

### **How can I end the Contract?**

Where you are still in your minimum period or a renewal period for any of the Services under a Contract, you will not be able to terminate the Contract with us. As above, you can terminate each Service at the end of any minimum period or renewal period by providing us with the notice set out in the Special Terms or Order Form for that Service.

Any Contract between us will not end unless all of the Services under it have expired or been terminated.

Note that if you do end a contract prior to the end of any minimum period or renewal period, you may have to pay early termination charges (these are set out in the Contract).

### **Where can I find details on the Charges that apply and how to pay them?**

Details of the specific Charges that apply to a Contract are set out in the Order Form and are broken down for each of the types of Service we are providing to you.

General details in relation to the Charges including details on the frequency of invoices, our payment terms, payment methods are set out at clause 5 of our Terms. There are also specific details for each type of Service set out in our Special Terms.

Generally, we invoice monthly and you will be required to pay each invoice within 14 days of the invoice date. Our Charges are exclusive of all costs for insurance, packaging, transportation, out-of-pocket

expenses and VAT and other taxes. Our Special Terms or Order Form may set out specific details for Charges for particular Services that differ from these general charging provisions.

We can increase our Charges under clause 5.10 of the Terms, including annually in line with RPI increases or where a Third-Party Provider who we use to provide the Services to you increases their pricing.

### **Changing the Contract or making changes to the Services**

Generally, to make changes to the Contract and Services, both parties need to agree to those changes.

However, there are a number of ways in which we can make changes to the Contract without your approval, for example see clause 3.2 of the Terms that allow us to make changes to comply with Applicable Laws, where a Third-Party Provider makes changes, or where any change does not impact the Services to you in a material way. As above, we can also make changes to the pricing under clause 5.10 of the Terms. Some of our Special Terms allow us to make changes to the Services we are providing where, for example, we need to make changes to our Third-Party Provider and the new provider insists on additional terms. Where we do this, we will always seek to limit any impact to your overall Service.

Where you want to make a change to the Contract, please contact us to discuss this. In some cases we will make changes to the Services under an existing Contract (for example, where we provide IT Support Services, we may extend our cover to new Covered Devices), or we may need to enter into a new Order Form for the additional Services you require.

We can make changes to our Terms at any time, and any new version of our Terms will apply to new and future contracts that we enter into.

### **Data Protection**

We set out the data protection position under the Contract at clause 8 of our Terms.

Under the Contract, you are the data controller of any personal data that you share with us as part of the Services provision, and we are your data processor. We may share some personal data with our Third-Party Providers where needed so that they can provide the Services to you. Where we do, they will be a data sub-processor of that personal data unless we tell you otherwise.

The details of processing under a specific Contract can be found in the Order Form.

For further information on our data protection practices, please visit our privacy notice that can be found here: <https://flotek.io/wp-content/uploads/2022/07/GDPR-Privacy-Notice-Flotek-Group-Limited.pdf>

### **What happens if things go wrong?**

We understand that sometimes things can go wrong under a Contract, and we have set out below what may happen where things do go wrong. We would always encourage you to reach out to us and discuss any problems or issues that you have so that we can try to fix these.

If there is an issue that we have not been able to resolve informally, then either party can raise a dispute using the dispute procedure set out at clause 13 of the Terms.

It is important that you comply with the terms of the Contract, as where you do not comply, we may have the right to either suspend the Services to you or to terminate particular Services, or the whole Contract. We would only want to do this as a last resort, so we ask that any issues that you do have are raised with us as soon as possible so that we can work together to try and find a solution.

Our financial responsibility to you where things go wrong is set out at clause 9 of the Terms, and you should read these provisions carefully.

### **What happens when the contract ends?**

When the Contract ends, we will stop providing you with all Services set out under the Contract. If a particular Service ends, we will stop providing you with that Service only and the remainder of the Contract will continue.

When the Contract ends, you will need to:

- Make payment of any outstanding invoices and pay any other costs that apply on termination for the specific Services (such as early termination charges, if applicable)
- Stop using the Services and return any Equipment and other materials that belong to us
- You will be able to keep any Equipment that you purchased from us, as long as you have paid in full for this.

See clause 12 of the Terms for further details of what happens with the Contract ends. There may also be additional provisions covering what happens on termination in the Special Terms (relating to particular Services) and the Order Form.