

FLOTEK INDUSTRIES, INC / PWRTek Equipment Rental Terms and Conditions

1. The Equipment (described above) required for the performance of the Services will be provided by FLOTEK INDUSTRIES, INC (“Flotek”) to Customer (“Customer”) as part of the Services (also described above).
2. The Equipment will be installed by the Customer at its location at its site(s) specified in the scope of work in the applicable Order (“Location(s)”).

WHEREAS, Flotek develops, manages, maintains, markets and provides value-added data and related information (“Licensed Information”) and associated Equipment Services that support Customer’s use of the Licensed Information (collectively, the Licensed Information, Equipment and Services are referred to herein as “Equipment Rental”); and

WHEREAS, Customer desires to license, purchase and use the Equipment Rental.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Equipment Rental

1.1 Equipment Rental. The Equipment Rental includes the Licensed Information, Equipment, and Services specified above.

1.2 Grant of Rights. In consideration of the applicable fees paid or payable by Customer hereunder, Flotek will provide to Customer the Equipment Rental on a non-exclusive, non-transferable (except as permitted in accordance with Section 14.5 below), and non-sublicenseable basis: (a) for term of six (6) months for each unit of Equipment beginning on that each such unit is shipped, (b) internally for Customer’s own internal purposes including, if applicable, to develop and use Output (defined below), and not for resale or license to third parties, and (c) in accordance with the additional Equipment Rental rights and limitations set forth herein. Customer and Customer’s own employees, consultants, contractors and authorized agents (“Personnel”) may use the Equipment Rental only for the benefit of Customer, and Customer will be responsible for the acts and omissions of its Personnel with respect to this Agreement and the Equipment Rental.

1.3 Output. Customer will have the right to use the output from the Equipment Rental (“Output”) to develop or create any derivative analytics, metrics, tables, and other compilations solely for Customer’s internal business purposes. However, Customer may disclose the Output to third parties in furtherance of Customer’s internal business purposes.

1.4 No Other Rights. Except as expressly set forth in this Agreement, no additional rights are granted to Customer. Flotek hereby reserves all rights not expressly granted to Customer under this Agreement.

2. Restrictions. Customer will not directly or indirectly, nor authorize any of its Personnel or any third party to, do any of the following: (a) copy, modify or create derivative works of the Equipment Rental or its Outputs, except as necessary to develop Output as permitted under this Agreement, (b) publish, sublicense, sell, market or distribute the Equipment Rental or its Outputs; (c) reverse engineer, decompile, disassemble or otherwise attempt to gain access to the source code from the Equipment Rental or its Outputs; (d) use the Equipment Rental or associated documentation in

violation of any applicable law, including export laws; (e) remove any proprietary notices from the Equipment Rental, documentation or any other Flotek materials furnished or made available hereunder; (f) use or access the Equipment Rental or its Outputs in order to (1) build a competitive product or service, or (2) copy any features, functions or graphics of the Equipment Rental; (g) make the Equipment Rental or its Outputs available to anyone other than Customer's Personnel for the sole benefit of Customer; (h) sell, resell, rent or lease the Equipment Rental or its Outputs, including using on a service bureau or time sharing basis; (i) interfere with or disrupt the integrity or performance of the Equipment Rental or any data contained therein; (j) attempt to gain unauthorized access to the Flotek platform or its related data, systems or networks; (k) use the Equipment Rental to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights; (l) publish or disclose to third parties any evaluation of the Equipment Rental or its Outputs without Flotek's prior written consent; (m) publish or disclose to third parties any data or information on Customer's results from using the Equipment Rental, without Flotek's prior written consent; (n) perform vulnerability, load or any other test of the Flotek platform without Flotek's prior written consent. Customer is responsible for compliance by each of its Personnel with the terms of this Agreement.

3. Delivery. As specified in the applicable Order, Flotek will ship the Equipment as it becomes available to the Location (at Customer's cost and expense); (b) provide the Services; and (c) provide monthly reporting documenting performance of the Equipment Rental. Flotek will deploy reasonable security precautions consistent with industry standards intended to protect against unauthorized access to any Customer data stored on the Flotek platform. However, Customer acknowledges that, notwithstanding the security precautions deployed by Flotek, the use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions.

4. Equipment

4.1 The Equipment required for the performance of the Equipment Rental will be provided by Flotek as part of the Equipment Rental at no additional charge. Customer will not change or remove any insignia or lettering which is on the Equipment indicating Flotek's ownership thereof, and at any time during the term of this Agreement or the applicable Order, upon request of Flotek, Customer will affix to the Equipment, in a prominent place, labels, plates or other such markings supplied by Flotek stating that the Equipment are owned by Flotek. Without the prior written consent of Flotek, Customer will not make any alterations, additions or improvements to the Equipment.

4.2 Customer is responsible at its own expense for shipping costs EXW, physical set-up, installation and commissioning, fuel, system operations and maintenance and all other items except for those being expressly provided by PWRTek as the Services. The Equipment will be installed at the Customer Location. Customer will not move or transfer the Equipment to any other location without Flotek's prior written consent. Upon completion of commissioning of the equipment, Customer will provide Flotek with notice that the Equipment Rentals are active.

4.3 Customer hereby authorizes and will enable Flotek to physically and remotely access the Equipment on Customer's site as reasonably needed to perform this Agreement. Flotek will comply with Customer's reasonable security procedures for such access.

4.4 Upon initial receipt of the Equipment, Customer will inspect the Equipment and advise Flotek immediately in writing of any damage to the Equipment. As between Flotek and Customer, risk of

loss, damage and insurance responsibilities for the Equipment pass from Flotek to Customer upon delivery of the Equipment to Customer and will remain with Customer until the Equipment is returned to Flotek. During the term of this Agreement, Customer will procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the market value of the Equipment.

5. Customer Obligations. Customer will provide Flotek with access to Customer's site(s) where the Equipment are to be installed, the Customer data and materials required for the installation, commissioning and performance of the Equipment Rental, and designated Customer Personnel as reasonably required for Flotek to provide the Equipment Rental Outputs, all as specified in the applicable Order or which would otherwise be reasonably understood to be necessary or required for Flotek to perform its obligations under this Agreement. Customer will not disconnect the systems enabling the provision of the Equipment Rental Output(s), or block or interfere with the Internet connection necessary for the provision of the Equipment Rental Output(s). Customer understands that Flotek's performance is dependent in part on Customer's actions and performance of certain obligations including, without limitation, providing Flotek with access, data and materials as described in this Section. Accordingly, Customer will timely perform its obligations hereunder. Any dates or time periods relevant to performance by one party will be extended to account for any delays due to the delaying party; provided, however, any delays caused by Customer will not extend the relevant subscription or contract term specified in the applicable Order which will commence upon the earlier of the actual commissioning of the Equipment Rental or the delivery date specified in the applicable Order.

6. Fees and Payment Terms

6.1 Payment. Flotek will render monthly invoices, or charge your credit card monthly if you have provided such authorization to Flotek, related to the fees and expenses associated with the provision of Equipment Rental to Customer in accordance with the prices and schedules for payment set out in the applicable Order.

6.2 Payment Terms. As set forth in the above Proposal.

6.3 Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed in connection with this Agreement by any authority, except for taxes payable on Flotek's net income. Customer will promptly reimburse Flotek for any and all taxes or duties that Flotek may be required to pay on Customer's behalf in connection with this Agreement or its performance. This provision does not apply to any taxes for which Customer is exempt and for which Customer has furnished Flotek with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.4 Expenses. Customer will reimburse Flotek for any expenses incurred by Flotek in connection with performing any Services which are in addition to the Equipment Rental at cost plus 15%.

6.5 Overdue Amounts. If at any time Customer is delinquent (including during any grace periods) in the payment of any invoice, Flotek may, in its discretion, suspend Equipment Rental under this Agreement. Except for invoices disputed in good faith, all past due amounts will incur interest at a rate equal to the lower of 1.5% per month or the highest rate permitted by law. If Flotek is required to bring legal action to collect delinquent accounts, then Customer will pay reasonable attorneys' fees and costs of suit.

6.6 Additional Work. Any additional work mutually agreed by the parties in writing which is outside the scope of the Equipment Rental specified in an applicable order will be invoiced to Customer at Flotek's then-current consulting rates on a time and materials basis, or at the rates mutually agreed in writing by the parties.

7. Confidentiality. Each party will hold the other party's confidential information ("Information") in confidence, not disclose such Information to third parties, and not use such Information for any purpose except as authorized hereunder. Each party will promptly (within 15 days after termination) return to the other party or, at the other party's request, destroy, such other party's Information in its possession or control. Because damages alone may not be adequate compensation for loss of Information, each party, in addition to any other legal and equitable rights it may have, will be entitled to an injunction against the breach or threatened breach of this Section by the other party. Information does not include information that: (a) was rightfully in the receiving party's possession at the time of disclosure without a confidentiality obligation; (b) becomes part of the public knowledge not as a result of any action or inaction of the receiving party in breach of this Agreement; (c) is disclosed to the receiving party by a third party not in violation of any obligation of confidentiality; or (c) is independently developed by the receiving party without use of or reference to the other party's Information. In the event of any inconsistency between this Agreement and the confidentiality provisions of any other written agreement entered into by and between the parties with respect to this subject matter, the most protective confidentiality terms will apply.

8. Term and Termination

8.1 Term. This Agreement is effective as of the Effective Date set forth above and will continue in full force and effect until the earlier of (a) the date on which the final unit is returned by Customer to Flotek, or (b) the termination of this Agreement as otherwise provided herein. The initial rental term for each unit shall be specified in the Order, starting from shipment and such term may be renewed by the Customer for periods of six (6) months per unit on net less than thirty (30) days' prior written notice.

8.2 Termination

(a) Termination for Breach. In the event that either party materially breaches any term of this Agreement or any Order and fails to cure such breach within 45 days of its receipt of written notice thereof from the non-breaching party specifying the nature of such material breach, then the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.

(b) Immediate Termination. Either party may terminate this Agreement immediately upon delivery of written notice if (i) the other party makes an assignment for the benefit of creditors, or (ii) the other party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

8.3 Effect of Termination. Upon the expiration or termination of this Agreement or any Order, as applicable, the Agreement, or any Order, as applicable, will expire and the following will apply:

(a) Use of the Licensed Information. Customer (i) will immediately discontinue all use, commercial or otherwise, of the applicable Equipment Rental, (ii) will discontinue all access to and use of the Licensed Information, and (iii) will return or destroy the Licensed Information from its computer storage or any other media, including online and off-line libraries to prevent any further access or use.

Specifically, Customer will not use the Licensed Information to generate new or additional Output or for any other purpose. For clarification, nothing in this Section prohibits Customer's right to retain and use internally any Output generated before the expiration or termination of this Agreement or applicable Order. Upon request of Flotek, Customer will provide written confirmation of its compliance with this Section. Notwithstanding anything to the contrary herein, it is understood and agreed by Flotek that Customer's computer systems may automatically back-up data and information, including without limitation, the Licensed Information disclosed and licensed under this Agreement. To the extent that such computer back-up procedures create such copies of the Licensed Information, Customer may retain such copies for the period it normally archives backed-up computer records, provided that the automatically backed-up copies of the Licensed Information are not accessible for use, will be overwritten in the normal course of Customer's ongoing back-up procedures, and are subject to the terms and conditions of this Agreement. For the avoidance of doubt, Customer will not use the backed-up copies of the Licensed Information for any purposes, commercial or otherwise, and Customer will limit access to such backed-up copies of the Licensed Information to those employees who have a need-to-know.

(b) No Further Updates. Flotek will cease to provide Customer with any further updates to the affected Licensed Information.

(c) Payment. Customer will promptly pay to Flotek all undisputed (in good faith) amounts due to Flotek hereunder through the effective date of termination of this Agreement.

(d) Return of Equipment. Upon the expiration or earlier termination of this Agreement or the applicable Order: (i) Customer will on or before 15 days after such expiration or termination return the Equipment at Customer's expense. In the event Customer fails to timely return or make available to Flotek such Equipment, Flotek may issue an invoice to Customer for the Equipment at the then-current market price, and payment therefor will be due upon receipt of such invoice. In the event of loss or damage of any kind to returned Equipment, Customer will pay Flotek's usual charges for such repair or replacement or if such Equipment is determined by Flotek to be lost, stolen, destroyed or damaged beyond repair, invoiced for the market price.

8.4 Nonexclusive Remedy. Except as otherwise set forth in this Agreement, termination of this Agreement by either party will be a nonexclusive remedy and will be without prejudice to any other right or remedy of such party. Termination of this Agreement will not relieve Customer of its obligation to pay all fees and expenses that accrued before such termination.

8.5 Survival. The provisions of Sections 2, 4, 5, 6, 7, 8.3, 8.4, 8.5, 9, 10, 11, 12 and 14 hereof, and all other terms and conditions of this Agreement and Orders which by their nature are intended to survive, will survive the expiration or termination of this Agreement for any reason.

9. Warranties and Disclaimer

9.1 Flotek Warranties. Flotek warrants to Customer that: (a) it has full and complete authority to enter into this Agreement and to provide the Equipment Rental to Customer in accordance with this Agreement; (b) by executing this Agreement Flotek does not violate agreement to which Flotek is a party or is bound; (c) services related to the Equipment Rental will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer's sole remedy for breach of the foregoing Equipment Rental warranty is for Flotek to re-perform, at no additional

cost, the Equipment Rental at issue; and (d) its providing the Equipment Rental to Customer hereunder does not infringe any United States patent, copyright or other intellectual property right of a third party. Customer's sole remedy for breach of the foregoing non-infringement warranty is the intellectual property infringement indemnity in Section 11.1 below.

9.2 Disclaimer. EXCEPT AS EXPRESSLY WARRANTED BY FLOTEK IN SECTION 9.1, THE EQUIPMENT RENTAL IS PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF THIRD PARTY RIGHTS.

10. Ownership. This is an Agreement for Equipment Rental. As between Flotek and Customer, the Equipment Rental will at all times remain the sole and exclusive property of Flotek or of Flotek's third party data providers. Customer acknowledges and agrees that it has no rights whatsoever in the Equipment Rental, with the exception of those limited rights as expressly set forth in this Agreement. Further, all right, title and interest, including without limitation all intellectual property and proprietary rights, in and to the Equipment provided under this Agreement are owned by Flotek or its suppliers. Title to the Equipment will remain the personal property of Flotek and title is and will remain vested in Flotek. Customer will not do anything contradictory to affect Flotek's title, or pledge, assign, sell or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against any interest in the Equipment. The Equipment includes certain proprietary software loaded or embedded on the Equipment. No license is granted. to Customer for such software and Customer will not decompile, disassemble or reverse engineer the software. All Output generated by Customer's use of the Equipment Rental will be owned by Flotek. Flotek will not disclose such Output in a way that identifies it specifically with Customer. Flotek hereby grants to Customer a perpetual and non-exclusive license to use such Output in connection with Customer's business and as authorized in Section 1.3 above.

11. Indemnification

11.1 Flotek's Indemnification of Customer. Flotek will defend, indemnify and hold harmless Customer, and its employees, agents, representatives, officers and directors acting within their capacity (collectively, the "Customer Indemnitees"), from and against any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees (collectively a "Loss"), awarded against Customer Indemnitees or agreed upon by Flotek in settlement pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding of any nature or kind whatsoever (collectively a "Claim") that may be made or asserted against Customer by a third party to the extent alleging that the Equipment Rental infringes the intellectual property rights of the third party ("IP Claim"). If a Claim under this Section 11.1 is brought or threatened, or Flotek believes is likely to occur, Flotek may, at its option, (a) procure for Customer the right to use the Equipment Rental, or (b) replace the Equipment Rental with non-infringing products and services that are functionally equivalent in all material respects, or (c) if options (a) and/or (b) above cannot be accomplished despite Flotek's commercially reasonable efforts, then Flotek may terminate this Agreement or Order with respect to such Equipment Rental, and upon return or cessation of use of the Equipment Rental, issue a pro-rata refund or credit to Customer for any prepaid, unused fees for the Equipment Rental. Notwithstanding the foregoing, Flotek has no obligation for any IP Claim to the extent based on: (i) modifications to the Equipment Rental not made by Flotek, (ii) use of the Equipment Rental in

combination with any product, service, method, system, data, or apparatus not provided by Flotek, if the infringement would have been avoided in the absence of the combination, (iii) Customer's use of the Equipment Rental in violation of this Agreement, or (iv) use of any version other than a current release of the software provided with the Equipment Rental, if infringement would have been avoided by use of a current release made available to Customer, after being informed by Flotek and provided, at no additional charge, with modifications that would have avoided the alleged infringement and reasonable time to implement such modifications. Notwithstanding the foregoing, Flotek will have no liability under this Section for any Loss against which Customer has indemnified Flotek pursuant to Section 11.2. This Section states Flotek's sole obligation and liability, and Customer's sole and exclusive remedy, regarding claims of infringement.

11.2 Customer Indemnification of Flotek. Customer will defend, indemnify and hold harmless Flotek, and its employees, agents, representatives, officers and directors acting within their capacity (collectively, the "Flotek Indemnitees"), from and against any Loss awarded against Flotek Indemnitees or agreed upon by Flotek in settlement pursuant to any Claim that may be made or asserted against Flotek by a third party to the extent arising out of (a) an IP Claim based on Customer's modifications to the Equipment Rental, (b) use of the Equipment Rental in combination with any product, service, method, system, data, or apparatus not provided by Flotek, if the infringement is caused by the combination operation or use, (c) any use of the Equipment Rental by Customer, (d) use of Customer Output, or (e) Customer's breach of any of the terms of this Agreement or any applicable Order. Notwithstanding the foregoing, Customer will have no liability under this Section for any Loss against which Flotek has indemnified Customer pursuant to Section 11.1.

11.3 Indemnity Process. The party seeking to be indemnified will give prompt written notice to the other party of the claim against which it seeks to be indemnified and will provide the indemnifying party, at the indemnifying party's expense, with the assistance reasonably necessary for the defense and settlement of the claim. The failure by the indemnified party to timely furnish to the indemnifying party any notice required to be furnished under this Section will not relieve the indemnifying party of its obligations under this Section 11, except to the extent such failure materially and adversely prejudices the ability of the indemnifying party to defend such matter. The indemnifying party will have control of the defense and settlement of any such claim. The indemnifying party will not be liable for any settlement of an action effected without its written consent (which consent will not be unreasonably withheld or delayed), nor will the indemnified party settle any such action without the written consent of the indemnifying party (which consent will not be unreasonably withheld or delayed); subject to the foregoing, the indemnified party may at its expense participate in the defense and settlement of such claim with counsel of its own choosing. The indemnifying party will not conclude any settlement which requires any action or forbearance from action by the indemnified party without the prior approval of the indemnified party.

12. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL FLOTEK HAVE ANY OBLIGATION OR LIABILITY TO CUSTOMER FOR ANY CLAIM, INJURY, OR DAMAGE RELATING TO, ARISING OUT OF, OR RESULTING FROM THE USE OF THE EQUIPMENT RENTAL OR ITS OUTPUT(S). FURTHER, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL CUSTOMER, FLOTEK OR ANY THIRD PARTY DATA PROVIDER BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL

OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND HOWEVER ARISING, INCLUDING BUT NOT LIMITED TO LOST INCOME OR LOST REVENUE, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY, REGARDLESS OF WHETHER OR NOT THE PARTY KNOWS, SUSPECTS OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN ADDITION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO FLOTEK UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 12 WILL NOT APPLY TO BREACHES OR VIOLATIONS OF SECTIONS 1, 2 OR 8.3(d) HEREOF, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR WHERE THE CONDUCT RESULTING IN THE LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO CONSTITUTE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

13. Force Majeure. Neither party will be liable for any delay or failure to perform any of the acts required by this Agreement (with the exception of any obligations to pay money) when such delay or failure results from an event of force majeure beyond the reasonable control of such party. The time for performance of any such act so delayed by such causes will be extended for no longer than the period in which such event of force majeure continues; provided, however, that the party so affected (a) promptly provides written notice to the other party of the occurrence of such event of force majeure in reasonably complete detail, and (b) uses commercially reasonable efforts to avoid or remove such event of force majeure and complete the performance of the act so delayed. As used herein, "event of force majeure" will mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, plague, lightning, fire, storm, flood, earthquake, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment or supplies and any other cause, whether of a kind specifically enumerated above or otherwise which is not reasonably within the control of the party claiming suspension.

14. Miscellaneous

14.1 Notices. Unless otherwise provided herein, any notice, request, or other communication will be given in writing under this Agreement and will be deemed to have been given by either party to the other party (a) upon the date of receipt, if hand delivered, (b) two business days after deposit in the U.S. mail if mailed to the other party by registered or certified mail, properly addressed, postage prepaid, return receipt requested, (c) one business day after deposit with a national express courier for next business day delivery, or (d) upon the date of electronic confirmation of receipt of a facsimile or email transmission. Notice will be sent to the address for each party set forth on the first page of this Agreement, or at such other address as will be given by either party to the other in writing. Notices to Flotek will be addressed to the attention of: CFO. Notices to Customer will "cc" Customer's Legal Department.

14.2 Independent Contractors. The parties are independent contractors. Nothing contained herein or done pursuant to this Agreement will constitute a joint venture, partnership or agency for the other

for any purpose or in any sense whatsoever and neither party will have the right to make any warranty or representation to such effect.

14.3 Amendments, Modifications and Waivers. Any amendment to this Agreement, or any waiver of any provision in this Agreement, will be in writing and signed by authorized representatives of each party. An individual waiver of a breach of any provision of this Agreement requires the written express consent of the party whose rights are being waived and such waiver will not constitute a subsequent waiver of any other breach of that provision or any other provision, condition or requirement. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

14.4 Severability. If any one or more of the provisions of the Agreement or any applicable Order will for any reason be held to be invalid, illegal or unenforceable, the same will not affect any of the other portions of this Agreement. The parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

14.5 Assignment. Except in connection with a change of control, change in majority ownership, or the sale of greater than 50% of the Customer's business assets, or to a Customer affiliate, Customer will not assign, delegate or transfer, by operation of law, merger, sale or otherwise, this Agreement, any Order or any of the rights or obligations hereunder, without the express prior written consent of Flotek, which consent will not be unreasonably withheld if the assignee, delegate, or transferee is not a direct competitor of Flotek. Any attempted assignment or delegation in violation of the foregoing is void. This Agreement is binding upon the parties and their successors and permitted assigns.

14.6 Governing Law. This Agreement and the applicable Orders will be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws provisions thereof.

14.7 Attorneys' Fees. If any action is brought to enforce any provision of this Agreement or to declare a breach of this Agreement, then the prevailing party will be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney's fees, incurred thereby. For purposes of this Section only, "prevailing party" means the party that prevails on a majority of causes of action in such dispute.

14.8 Export. Customer will not export or re-export the Equipment, Services or related documentation or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations

14.9 Headings and Captions; Construction. Section headings are used for convenience only and will in no way affect the construction or interpretation of this Agreement. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party.

14.10 Counterparts. This Agreement and each Order may be executed in counterparts and by facsimile or electronic signature, all of which taken together constitute a single agreement between the

parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and electronic signature), will be considered as legally effective as an original signature.

14.11 Entire Agreement. This Agreement, in conjunction with any other agreements to which it forms a part, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior agreements between the parties with respect to this subject matter.