TERMS AND CONDITIONS

Flo 24/7 Support

These terms cover out-of-hours support from Flotek Group Limited ("we", "us"). They sit alongside your main agreement with us. Where they differ, these terms apply to out-of-hours support only, except that **section 9 (Liability) applies in all cases**.

1. Definitions

- **Desk hours** means 8:00am to 6:00pm, Monday to Friday, excluding bank holidays in England and Wales.
- **Out of hours** means any time outside desk hours. Whether a contact is out of hours depends only on when the contact is made, not on when the issue started or was first reported.
- **Ticket** means a single support request raised out of hours, by phone, email or portal.
- **Covered user** means a user covered by Flo 24/7 Support Per User or a Flo 24/7 Support Pack.
- **Main agreement** means your existing support agreement with us.
- **Priority** means the priority level we assign to a ticket under section 3.

2. Terms that apply to all out-of-hours support

1. Out-of-hours support is **remote only**. It does not include out-of-hours engineer call-outs. Any onsite work is allocated to the next available engineer during desk hours.
2. **Any contact made out of hours counts as a ticket.** This applies even if the issue started, or was first reported, during desk hours, and includes a request for an update on, or to speak to an engineer about, an existing ticket.
3. Contacts about the same issue within 24 hours count as one ticket.
4. The following are not included out of hours: projects, changes and new installations; hardware replacement; training and how-to questions. These are scheduled during desk hours.
5. Support may be delivered by an approved partner working on our behalf, under the Flotek name and in our systems.
6. Charges are added automatically to your next invoice. You must raise any dispute within 14 days of the invoice date.
7. We may change prices with 30 days' written notice.
8. All prices exclude VAT.

3. Out-of-hours response times

1. Out of hours, we aim to respond to tickets within the times below. These **replace the response times in your main agreement for out-of-hours support only**. The response times in your main agreement continue to apply during desk hours.

Priority	Out-of-hours response time
Critical / High	1 hour
Medium	4 hours
Low	8 hours

2. Response time means the time from when a ticket is logged to when an engineer first responds. **It is not a time to fix or resolve the issue.**
3. We assign priority, acting reasonably, based on the impact you describe. **Critical and high-priority issues must be reported by phone.**
4. These response times do not apply to Non-Supported Tickets, which are provided on a best-endeavours basis (see section 7).

4. Authorised users and security

1. You are responsible for ensuring that only authorised users access the service. You acknowledge that **requests made by covered users will be treated as authorised requests** under these terms, and that you are responsible for any charges those requests incur.
2. For Non-Supported Tickets, any person who contacts us on your behalf and passes our verification checks is treated as **authorised to make the request and to accept the per-ticket fee** on your behalf.
3. You must tell us promptly if a user leaves or should no longer contact us. Until we receive that notice, requests from that user are treated as authorised.
4. We may require callers to complete **identity, security or authority verification** before providing support. We may refuse or delay any request where we cannot reasonably verify the caller's identity or authority, or where carrying out the request could compromise the security of your systems, data or services.

5. Flo 24/7 Support Per User

Priced per user, per month

1. Available only as an add-on to a **Flo Protect+ or Flo360+ plan**. It is not a separate package.
2. Not available on legacy plans or non-plus plans, such as Flo Protect. Partners on these plans must upgrade to Flo Protect+ or Flo360+ on a new term first.
3. It must be applied to **every user** on the plan.
4. **Allowance: 1 ticket per covered user per calendar month.** Allowances belong to individual users. They are not pooled or shared between users, cannot be transferred and do not roll over. For example, if you have 100 covered users and one of them raises two tickets in a month, the second ticket is chargeable, even if no other user has raised a ticket.

5. Any ticket beyond a user's monthly allowance is charged at our **per-ticket rate** and added automatically to your next invoice.
6. If usage regularly exceeds the allowance, we may increase the per-user price with 30 days' written notice.
7. The term matches your main agreement and renews with it.

6. Flo 24/7 Support Pack

Priced per month, including 4 tickets

1. Available to any partner with a main agreement.
2. Includes 4 out-of-hours tickets each calendar month.
3. Additional tickets are charged at our **per-ticket rate** and added automatically to your next invoice.
4. **Unused tickets do not roll over** and expire at the end of each month.
5. No fair-use cap applies. Every ticket is either within the 4 included or charged at the per-ticket rate.
6. The term matches your main agreement and renews with it.

7. Non-Supported Ticket

Priced per ticket

1. For partners without Flo 24/7 Support Per User or a Flo 24/7 Support Pack.
2. For **urgent, one-off issues only**. It is not for regular use, as your service has not been fully onboarded for out-of-hours support.
3. The fee is stated before you are connected. Choosing the out-of-hours option after hearing the fee means you accept it.
4. If you use it regularly, we may require you to move to Flo 24/7 Support Per User or a Flo 24/7 Support Pack before we provide further out-of-hours support. This is at our discretion.
5. Support is provided on a best-endeavours basis. The response times in section 3 do not apply.
6. Each ticket is charged at our published rate and added automatically to your next invoice.

8. Third-party dependencies

1. **We cannot guarantee that an incident will be resolved**, or resolved within any timescale, where the cause or the fix depends on any of the following:
   - Microsoft
   - third-party carriers
   - internet service providers (ISPs)
   - third-party software vendors
   - hardware vendors
   - customer-owned equipment
   - power and utilities
   - your other third-party suppliers

2. Where this applies, we will use reasonable endeavours to diagnose the issue, raise it with the relevant third party where we are able to, and keep you updated. The ticket still counts towards your allowance or is still charged, even if the incident cannot be resolved for these reasons.

9. Liability

1. Our liability in connection with out-of-hours support, including support delivered by an approved partner on our behalf, is **subject to the limitations and exclusions of liability in the main agreement**. Nothing in these terms increases or extends those limits.
2. Any liability arising from out-of-hours support counts towards, and is not in addition to, the overall liability cap in the main agreement.
3. Without limiting the above, **we are not liable for any loss of revenue, profit, business, contracts, goodwill or data, or for any indirect or consequential loss**, arising from out-of-hours support. This includes loss arising from any change, fix or other action carried out out of hours.
4. Where you do not have a main agreement, our total liability in connection with a Non-Supported Ticket is limited to the fee paid for that ticket.
5. Nothing in these terms limits or excludes any liability that cannot be limited or excluded by law.

Need help out of hours? Call 02921 50 8000 and choose the out-of-hours engineer option.