

Terms of Use

Welcome to the web site of KLX Energy Services Holdings, Inc. (“KLX”). This web site (the “Web Site”) provides general information about KLX and its products and services. Where appropriate, the term “KLX” refers both to KLX and its subsidiaries and affiliates.

All users of the Web Site are subject to the following terms and conditions of use (these “Terms of Use”).

Please read these Terms of Use carefully before accessing or using any part of the Web Site. **By accessing or using the Web Site, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the KLX Privacy Policy, which is hereby incorporated into these Terms of Use.** If you do not wish to agree to these Terms of Use, do not access or use any part of the Web Site.

KLX may revise and update these Terms of Use at any time without notice by posting the amended terms to the Web Site. Your continued use of the Web Site after the posting of the revised Terms of Use means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with the Web Site, your sole and exclusive remedy is to discontinue using the Web Site. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the “Terms of Use” hyperlink located at the bottom of the home page on the Web Site.

1. USE OF THE WEB SITE

You agree to use the Web Site only for lawful purposes. You also specifically agree that:

(a) You will not do any of the following: (1) upload to or transmit on the Web Site any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (2) use the Web Site to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (3) intercept or attempt to intercept electronic mail not intended for you; (4) misrepresent an affiliation with any person or organization; (5) upload to or transmit on the Web Site any advertisements or solicitations of business; (6) restrict or inhibit use of the Web Site by others; (7) upload or otherwise transmit files that contain a virus or corrupted data; (8) collect information about others (including e-mail addresses) without their consent; (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Web Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Web Site); (10) post “spam,” transmit chain letters or engage in other similar activities; (11) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Web Site, or which, as determined by KLX, may harm KLX or users of the Web Site or expose them to liability; (12) disobey policies or regulations including any code of conduct or other guidelines, established from time to time regarding use of the Web Site or any networks connected to the Web Site; (13) falsify or delete any author

attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; (14) use any robot, spider or other automatic device, process or means to access the Web Site; or (15) take any action that imposes an unreasonable or disproportionately large load on KLX's infrastructure.

(b) To access certain areas of the Web Site, you may be asked to register with the Web Site. It is a condition of your use of the Web Site that all information you provide on the Web Site is correct, current and complete.

2. COPYRIGHT RESTRICTIONS/USE OF CONTENT

The entire contents of the Web Site (including all information, software, text, displays, images and audio) and the design, selection and arrangement thereof, are proprietary to KLX or its affiliates or licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. You are authorized only to use the content on the Web Site for personal use or legitimate business purposes related to your role as a current or prospective customer, supplier, or distributor of KLX. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on the Web Site without the prior written consent of KLX, except to: (a) store copies of such materials temporarily in RAM, (b) store files that are automatically cached by your web browser for display enhancement purposes, and (c) print a reasonable number of pages of the Web Site; provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Modification or use of the content except as expressly provided in these Terms of Use violates KLX's intellectual property rights. All contents of the Web Site are: Copyright © KLX Energy Services Holdings, Inc., 1300 Corporate Center Way, Wellington, FL 33414. All rights reserved. Neither the title nor any intellectual property rights to any information or material in the Web Site are transferred to you, but remain with KLX or the applicable owner of such content. Except as expressly authorized by KLX in writing, you may not reproduce, sell or exploit for any commercial purposes (i) any part of the Web Site, (ii) access to the Web Site or (iii) use of the Web Site or of any services or materials available through the Web Site.

3. TRADEMARKS

The KLX name, the KLX logo and all related names, logos, product and service names, designs and slogans are trademarks of KLX and/or its affiliates. You may not use such marks without the prior written permission of KLX. All other names, brands and marks are used for identification purposes only and may be the trademarks or registered trademarks of their respective owners. KLX and any party that provided trademarks, service marks, and logos to KLX retain all rights with respect to any of their respective trademarks, service marks, and logos.

4. ONLINE PURCHASES

All purchases made through the Web Site are governed by the applicable KLX purchase agreement with the entity making the purchase.

5. DISCLAIMER

KLX does not assume any liability for the materials, information and opinions provided on, or available through, the Web Site (the "Site Content") or any of the services provided on, or available through, the Web Site, including, without limitation, the Customer Support services (including Service Incident Reporting, Technical Requests, Publication Requests, Requests for Quotes and Warranty) (collectively, the "Site Services"). Reliance on the Site Content and Site Services is solely at your own risk. KLX disclaims any liability for injury or damages resulting from the use of any Site Content or Site Services.

THE WEB SITE, THE SITE CONTENT, THE SITE SERVICES AND THE PRODUCTS PROVIDED ON OR AVAILABLE THROUGH THE WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER KLX NOR ANY PERSON ASSOCIATED WITH KLX MAKES ANY WARRANTY, CONDITION, OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF THE WEB SITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER KLX NOR ANYONE ASSOCIATED WITH KLX WARRANTS, CONDITIONS, OR REPRESENTS THAT THE WEB SITE, THE SITE CONTENT OR THE SITE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEB SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. KLX DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE SITE CONTENT AND SITE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND KLX MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT KLX, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF THE WEB SITE, THE SITE CONTENT OR THE SITE SERVICES. KLX MAKES NO WARRANTIES THAT YOUR USE OF THE SITE CONTENT OR SITE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL KLX, ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEB SITE, THE SITE CONTENT OR THE SITE SERVICES OR ANY CONTENT OR SERVICES PROVIDED ON OR THROUGH ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE, THE SITE CONTENT OR SITE SERVICES, WHETHER OR NOT THERE IS NEGLIGENCE BY KLX AND WHETHER OR NOT KLX HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

KLX MAINTAINS THAT THE PROVISIONS OF SECTIONS 5 AND 6 ARE FOR THE BENEFIT OF THIRD PARTIES IN TRUST FOR EACH OF THOSE PARTIES AS THIRD-PARTY BENEFICIARIES UNDER THESE TERMS OF USE.

7. INDEMNIFICATION

You agree to indemnify and hold harmless KLX and its officers, directors, employees, agents, subsidiaries, affiliates, third party information providers, licensors, contractors and others involved in the Web Site or the delivery of products, services or information over the Web Site (the "Indemnified Parties"), from any breach of these Terms of Use by you, including any use of Site Content or Site Services other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting losses, damages, judgments, awards, costs, expenses and attorneys' fees or other legal expenses of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from the Web Site.

8. PRIVACY; PROTECTION OF PERSONAL INFORMATION

KLX's use of your personal information and your responsibilities in connection with protecting your privacy are described in the KLX Privacy Policy.

Any passwords used for the Web Site are for individual use only. You will be responsible for the security of your password.

You are prohibited from using any services or facilities provided in connection with the Web Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, KLX reserves the right to release your details to system administrators at other web sites in order to assist them in resolving security incidents. KLX reserves the right to investigate suspected violations of these Terms of Use.

KLX reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing KLX to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THESE TERMS OF USE, YOU WAIVE AND HOLD HARMLESS KLX FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KLX DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER KLX OR LAW ENFORCEMENT AUTHORITIES.

9. COMMENTS AND SUBMISSIONS

KLX welcomes your comments. All comments, suggestions or other information sent by you through the Web Site will become KLX's property and you agree that all intellectual property

rights therein are transferred to KLX. To the extent any of the foregoing is prevented by applicable law, you hereby grant a perpetual, royalty-free, sublicensable license to use or exploit such intellectual property rights in any way. You understand that any postings, or content submitted for posting, to publicly available portions of the Web Site are non-confidential for all purposes.

10. SOCIAL MEDIA FORUMS

The Web Site may contain links to third party social media sites, such as Facebook, Twitter, YouTube, etc. (each, a “Social Media Forum”). KLX makes pages available on the Social Media Forums for informational purposes only, subject to the guidelines and/or disclaimers applicable to such Social Media Forums and as set forth in these Terms of Use.

KLX welcomes your thoughts and comments on the posts, photos, and other items that KLX places on the Social Media Forums, but KLX won’t be able to reply to product or service issues through the Social Media Forums. If you would like to discuss customer service or any other issue, you may contact KLX through the Web Site.

All official KLX material placed on Social Media Forums will be identified with the KLX profile photo or other identifying name or logo. Visitors to the Social Media Forums may post views and opinions in reaction to KLX’s materials. Any content, views, opinions and/or responses to questions uploaded, expressed or submitted by the creators, sponsors, advertisers or users of the Social Media Forums, including on its “walls,” webpages, message boards and groups or otherwise communicated through it, other than the content provided by KLX, are solely the views, opinions and responsibility of the person submitting them and do not necessarily reflect the opinions of KLX. KLX is not responsible for content that third parties publish, post, upload, distribute, disseminate or otherwise transmit via the Social Media Forums.

KLX reserves the right, but does not assume any responsibility, to (1) remove any material posted on the Social Media Forums which KLX, in its sole discretion, deems inconsistent with the foregoing commitments, including any material KLX has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user’s access to the Social Media Forums. However, KLX can neither review all material before it is posted on the Social Media Forums nor ensure prompt removal of objectionable material after it has been posted. Accordingly, KLX assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. KLX reserves the right to take any action it deems necessary to protect the personal safety of users and the public; however, KLX has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

KLX does not warrant the accuracy, completeness or usefulness of the information available on the Social Media Forums. Although KLX will use its best efforts to post accurate information, including information regarding locations and places where you can meet its representatives, KLX cannot guarantee all information will be completely accurate or up-to-date.

Nothing contained in or provided through the Social Media Forums is intended to constitute advice or to serve as a substitute for the advice of a professional, including without limitation any safety guidelines, resources or precautions related to the installation, operation, maintenance or repair of KLX equipment or any other information related to safety that may be available on or through the Social Media Forums. Any reliance you place on such information is strictly at your own risk.

Your failure to comply with these Terms of Use with respect to the Social Media Forums may result in the termination of your access to one or more of KLX's Social Media Forums.

11. LINKS TO OTHER SITES; REFERENCES TO THIRD PARTIES

The Web Site may be hyperlinked to other sites which are not maintained by, or related to, KLX. Hyperlinks to such sites are provided as a service to users and are not sponsored by or affiliated with the Web Site or KLX. KLX has not reviewed any or all of such sites and is not responsible for the content of those sites. KLX is not responsible for and does not endorse the content, products, services or practices of any third-party web sites, including, without limitation, sites framed within the Web Site or third-party advertisements, and does not make any representations regarding their quality, content or accuracy. Your use of third party web sites is at your own risk and subject to the terms and conditions of use for such web sites. Neither KLX nor its affiliates shall be liable for any damages of any kind arising out of the access or use of any site linked from the Web Site.

12. DEALINGS WITH OTHER MERCHANTS

If you choose to correspond or engage in transactions with any merchant found on or through the Web Site, you acknowledge and agree that KLX is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that KLX will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on the Web Site.

13. COMPLIANCE

The owner of the Web Site is based in the State of Florida, USA. KLX makes no representation that materials in the Web Site are appropriate or available for use in other locations. If you access the Web Site from other locations, you are responsible for complying with local laws.

14. CONTACT

If you become aware of any content that may infringe the copyright of a third party or that you believe to be in violation of these Terms of Use please contact: KLX Energy Services Holdings,

Inc., 1300 Corporate Center Way, Wellington, FL 33414, or email us at copyright@klxenergy.com.

15. MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflicts of law principles, and exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Web Site shall be in the state or federal courts located in or near West Palm Beach, Florida. You agree to submit to the jurisdiction of such courts.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and KLX with respect to the Web Site, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. To the maximum extent permitted by law, any cause of action you may have with respect to the Web Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

You agree that no joint venture, partnership, or agency relationship exists between you and KLX as a result of these Terms of Use or your use of the Web Site.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

KLX's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and KLX nor any trade practices shall be deemed to modify these Terms of Use.

The parties have expressly requested that these Terms of Use and all other related documents be drawn up in the English language; *Les parties ont convenu expressément que la présente entente et tous les documents s'y rapportant soient rédigés en anglais.*

These Terms of Use were last updated on September 14, 2018.