

## FLOTEK GROUP LIMITED MOBILE SERVICES - SPECIAL TERMS

These Special Terms for Mobile Services (“**Mobile Terms**”) apply to any Mobile Services that we provide to you. Please review these Mobile Terms in conjunction with our General Terms and Conditions.

### 1. **Mobile Services Definitions**

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

**Airtime Provider:** the relevant mobile network operator or wireless communications service provider;

**Connection:** connection to any Airtime Provider’s network which makes the Mobile Services ready to use subject to any Services Commencement Date under paragraph 2.1;

**Connection Date:** the date on which the services are connected to the network.

**Minimum Term:** 12 months from Connection Date or such other minimum period as set out in the Order Form;

**Mobile Services:** means the Wholesale Mobile Services provided pursuant to these Mobile Terms as further particularised in the Flotek Service Level document found here - <https://flotek.io/sla>

**Support Hours:** 08:00 to 18:00 (GMT); and

**Wholesale Mobile Services:** the mobile services as specified in the Order Form to be provided by Flotek to you with services provided via Flotek from a Third-Party Provider under the Contract.

### 2. **Mobile Services**

2.1 Where the Contract includes Mobile Services these will, unless terminated earlier in accordance with the terms of the Contract, start on the Services Commencement Date which will be the Connection Date (unless otherwise specified in the Order Form) and continue for the Minimum Term. At the end of the Minimum Term, the Mobile 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 the then-current Extended Term.

2.2 Early termination fees will apply where a connection is terminated in contravention of this paragraph 2.

- 2.3 Minimum spend thresholds may apply to your Mobile Services, as set out in your Order Form. Where a minimum spend threshold is required and this is not met by you, we may request any shortfall payments requested from our Third-Party Provider from you, which will be paid in accordance with our General Terms and Conditions.
- 2.4 You will comply with the terms of these Mobile Terms and with any specific Third-Party Provider terms as stated from time to time. We reserve the right at any time to add to, modify, or delete part of all of the Third-Party Provider terms set out in these Mobile Terms where (for example) a Third-Party Provider amends its terms, or we change suppliers. Notification of such terms may be by direct notification from Flotek to you or by a notice published on Flotek's website from time to time.
- 2.5 We may change Third-Party Providers at any time.

### **3. Requirements for Mobile Services**

- 3.1 Where the Contract includes Mobile Services, the details of the Mobile Services will be as set out in the Order Form. Provision of Mobile Services will include the provision by Flotek of a SIM card for each connection and may (where agreed) include the provision of Equipment (including hardware) in connection with the Mobile Services.
- 3.2 The provision of any Mobile Services by Flotek is conditional on:
- (a) you providing to Flotek's satisfaction accurate information and data to enable Flotek to provide or facilitate the provision of the Mobile Services; and
  - (b) the appropriate environment and equipment being available to Flotek in order to provide or facilitate the provision of the Mobile Services, including without limit, appropriate network coverage.
- 3.3 Where you require us to transfer the mobile number from one network to another on the commencement of the Mobile Services, you will need to provide us with the porting authorisation code (PAC), failing which we will not be able to facilitate a transfer of your mobile number.
- 3.4 We may select and at any time change any Third-Party Provider (including any network provider, carrier or third party supplier) for the purposes of providing the Mobile Services, and you authorise us to provide all notices, nominations and other authorisations that are necessary for us to provide the Mobile Services to you.
- 3.5 During the duration of the Mobile Services, you authorise us to act on your behalf in all dealings with any Third-Party Provider (including any network provider or third party supplier) in connection

with any matter that enables us to provide or to continue to provide you with the Mobile Services.

- 3.6 You will be liable for and will indemnify, keep indemnified and hold us harmless in full against all losses, liability, damages, costs, claims, and expenses (including reasonable legal fees) in relation to any claim from any third party (including a Third-Party Provider) against Flotek or its Affiliates arising out of or in connection with:
- (a) any breach by you of these Mobile Terms or any terms of a Third-Party Provider including without limit any misuse, fraud, or illegal use of the Services by you, your Affiliates, or any end user;
  - (b) you not obtaining or maintaining any requisite licences, authorisations, approvals, permissions or consents that are required to provide the Mobile Services; and
  - (c) any damage to the Equipment provided to you as part of the Mobile Services, whether by you, an end-user or a third-party.

#### **4. Support for Mobile Services**

- 4.1 Subject to you paying the Charges, Flotek will provide reasonable support for the Mobile Services to you which will comprise remote support during Support Hours, unless otherwise agreed between us with on-site support being chargeable in addition.
- 4.2 Flotek shall operate and maintain a telephone helpdesk to receive and process any requests for support in respect of the Mobile Services.
- 4.3 Flotek will provide Mobile Services support remotely, unless otherwise agreed in writing.
- 4.4 You understand and agree that our ability to provide you with the support required for the Mobile Services may be subject to the operating times and cooperation of the specific Third-Party Provider.

#### **5. Customer Obligations**

- 5.1 In relation to the Charges for Mobile Services:
- (a) these will be payable on a monthly basis whereby the service is in advance and usage is in arrears, all from the connection date and
  - (b) you shall be responsible for all Charges relating to each Connection (including all call Charges) whether you or someone else uses the Mobile Services (including use following theft or loss of the Equipment). Call Charges will be calculated by us using the details that we have recorded or logged, and not details that are recorded by you.

5.2 In relation to the use of the Mobile Services, you agree:

- (a) to keep all systems, software, and data backed-up and ensure that system and software updates are maintained at all times;
- (b) to make available such personnel with appropriate skills, knowledge and authority to assist Flotek in the diagnosis of faults and the implementation of reasonable instructions intended to rectify or prevent recurrence of faults;
- (c) to comply at all times with the Airtime Provider's contract terms, usage terms and instructions (where applicable);
- (d) to report a lost or stolen SIM to us promptly so that we can take appropriate steps to bar the applicable SIM. You understand and accept that until we have barred any lost or stolen SIM, you will be responsible for all activity on that SIM including all Charges connected with any use of the SIM;
- (e) that the use by you of any online management and/or billing portals is your own responsibility and risk, and you shall be responsible for any charges that occur or services that may be disrupted as a result of such use; and
- (f) to ensure that you have sufficient usage capacity for your requirements and to remain within the parameters of any usage restrictions. If you fail to comply with this requirement, you shall be liable for any charges applied by the Airtime Provider or relevant Third Party Provider.

5.3 In relation to the use of the Mobile Services, you shall (and will, where applicable, ensure any personnel and other third party shall):

- (a) only use the Services for the purposes and activities anticipated by the Contract;
- (b) ensure that the Mobile Services are not used to make offensive, obscene, indecent, menacing, abusive, nuisance, fraudulent, or hoax calls or to cause annoyance, inconvenience or needless anxiety to any person;
- (c) not use the Mobile Services in any way that may, in Flotek' reasonable opinion, damage its reputation or the reputation of a Third-Party Provider;
- (d) not contravene or violate any laws, regulations or codes of conduct that may, from time to time, be applicable to the use or supply of the Mobile Services or that may generally apply to you;
- (e) not use the Mobile Services for storing, transmitting, communicating or receiving any material in breach of any law, regulation, code of practice or in breach of our Fair Use Policy and any acceptable use policy of any Third-Party Provider;

- (f) not use the Mobile Services to copy, store, modify or distribute services or content (including ringtones) except where you have the appropriate permission in writing to do so;
- (g) implement and maintain appropriate security and control over its networks, equipment, and business to prevent fraud and to prevent calls being generated by third parties (including ensuring that any equipment provider or other third parties that you use have taken all necessary steps to combat fraudulent and/or unauthorised use where applicable);
- (h) adequately maintain all equipment utilised in connection with the Mobile Services (including the Equipment) and ensure its compatibility in terms of technical specification with the Mobile Services;
- (i) not use nor permit the Mobile Services to be used in any way that would constitute or contribute to the commission of any crime, tort, fraud, or other unlawful or illegal activity (including without limit in a way that may infringe on the rights of a person such as their intellectual property rights and rights of confidentiality);
- (j) not allow any unauthorised use of the Mobile Services and to take all reasonable security measures to prevent such use;
- (k) only use, store and maintain any equipment (including any Equipment) in accordance with good industry practice and any instructions of Flotek or an applicable Third-Party Provide;
- (l) not misuse the Mobile Services in any way;
- (m) comply with Flotek's Fair Use Policy (as may be updated or amended from time to time) and any other instructions or documents made available in relation to the Mobile Services from time to time.

5.4 You will be responsible for all Charges incurred in respect of the Mobile Services, even if such Charges were incurred through, or as a result of, fraudulent or unauthorised use of the Services. We are not obliged to detect unauthorised or fraudulent use of the Mobile Services.

5.5 Notwithstanding any provision in our General Terms and Conditions, we shall have the right, without notice, to suspend or deny access to the Mobile Services (or any part of them) where:

- (a) your use of the Mobile Services including any equipment (including the Equipment) will or may adversely affect the operation of any network or provision of the Services, whether or not such use or equipment has been approved or tested by us;
- (b) if we suspect fraudulent, criminal, immoral, or illegal activities are being carried out, or are likely to be carried out, via the Mobile Services; and/or

- (c) at any time in our absolute discretion if we consider it necessary or desirable in order to monitor or reduce the incidence of fraud.

## 6. Mobile Services Limitations

### 6.1 You acknowledge and agree that:

- (a) Flotek bears no responsibility for and will not be liable for any loss suffered by you as a result of any fault that is caused by an error or defect in the network, system, or software;
- (b) Flotek shall not be responsible for any loss suffered by you as a result of any third party failure to implement or follow suitable security measures which would have supported the prevention of any fraud, unlawful access or hacking in connection with the Mobile Services;
- (c) the sole responsibility of Flotek in respect of any issues with hardware supplied under or in connection with the Mobile Services shall be to diagnose faults in the hardware. The correction of any faults in the hardware shall be undertaken in accordance with the manufacturer's warranty and shall not be the responsibility of Flotek;
- (d) Flotek will not be responsible for providing any support for any hardware or other equipment not provided to you by Flotek and where hardware or other equipment is used with the Mobile Services that isn't provided by us, we will only provide support for the Mobile Services;
- (e) Flotek will not be liable for any loss of data, loss of productivity or financial losses incurred due to incomplete or corrupt back-ups of data or back-up procedures, network outages, or errors, failures, or defects in the operating system;
- (f) Flotek shall not be responsible for any charges imposed on you or Flotek by any Third Party Provider in respect of your usage, including but not limited to excess data charges, roaming charges, charges relating to international use and/or the removal of international barring facilities;
- (g) you will remain liable to Flotek under the Contract for the Minimum Term even if the applicable Third-Party Provider stops providing the Mobile Services to you;
- (h) calls to international, premium rate and other higher rate numbers are barred as standard from the Equipment and/or SIM card and you may request that we unbar them however, where you do, you will be responsible for all Charges in respect of such numbers (whether authorised by you or not);
- (i) in respect of any international roaming services forming part of the Mobile Services, such roaming services will only be available in those countries where our applicable Third-Party

Supplier has international roaming agreements from time to time, and certain additional terms and conditions may be imposed by a Third-Party Supplier on us which may affect our provision of the Mobile Services. You will be liable for all international roaming charges incurred by you (whether authorised by you or not); and

- (j) you may not receive a notification that you are close to or have exceeded your data limit on each individual SIM/Connection. It is your responsibility to monitor and/or control data usage, and you will be responsible for any excess data charges arising from use above the monthly data amount for each Connection (whether authorised by you or not);

6.2 Flotek warrants that any services this it personally provides to you in connection with the Mobile Services will be provided by personnel with appropriate skills and experience. You agree that Flotek and any Third-Party Provider cannot guarantee that the Mobile Services will work without interruption or be free from faults or errors. Any interruption, fault or error must be notified to Flotek using the telephone helpdesk referred to in paragraph 4.2. The warranties provided by Flotek in these Mobile Terms shall be in lieu of and shall operate to exclude any other condition or warranty whether express or implied by law as to the provision of the Mobile Services.

6.3 You warrant to Flotek that, where Flotek provides the Mobile Services, you own or have the right to use for the purpose of the Mobile Services any equipment that you either provide to us for use or that you use yourself in connection with the Mobile Services. Such equipment shall at all times remain your responsibility and Flotek or its Third-Party Providers will not be responsible where the Mobile Services are interrupted or impacted by such equipment including without limit to ensure that it is in good working order and is suitable for use in connection with the Mobile Services. By way of example and without limitation, you must check that any handset that you propose to use unlocked.

6.4 Notwithstanding any other provision of the Terms and these Mobile Terms, Flotek shall not be liable to you in contract, tort (including negligence) or otherwise for any acts or omissions of the Airtime Provider that may (wholly or partially) cause, impact or result in any interruption, fault error with or withdrawal of (temporarily or permanently) the Mobile Services.

## 7. **Equipment, handsets etc**

7.1 Any Equipment supplied and/or installed by Flotek in connection with the Mobile Services (including but not limited to SIMs, handsets, and any subsidised equipment) shall at all times remain the property of Flotek, except where it has been purchased by you. Subject to the remainder of this paragraph, you shall be liable for costs, losses, damages, and expenses incurred by Flotek for the repair, recovery, and replacement of such Equipment whilst it is in your possession and control.

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- 7.2 Where Equipment is being supplied and/or installed by Flotek in connection with the Mobile Services as set out in the Order Form, these shall be supplied and/or installed pursuant to the terms of the Equipment, Installation and Maintenance Services Special Terms.
- 7.3 Where you are leasing the Equipment, the duration of the lease will be set out in the Order Form including whether the Equipment may be leased on a lease-to-purchase basis. At the end of the lease term, you may either:
- (a) (i) on not less than 30 Business Days' written notice prior to the end of the lease term, purchase the Equipment on the last Business Day of the lease period for the remaining purchase price. Title to the Equipment will pass to you on receipt of the full purchase price by us. The Equipment shall transfer to you in the condition and at the location in which it is found on the date of the transfer. The purchase option is only available to you if: (a) all amounts due to us under the Contract up to the date of exercise of the purchase are paid in full by you; and (b) the lease period has not ended by reason of termination in accordance with the terms of the Contract.
  - (b) (ii) you will either return the Equipment to us if the Mobile Services have ended, or will continue to pay monthly payments for the hire of Equipment for the remaining duration of the Mobile Services.
- 7.4 Upon termination of the Mobile Services (for whatever reason) or upon request from Flotek at any time, you will return any Equipment owned by Flotek or the Third-Party Provider immediately at your cost. If such Equipment is not returned within 7 days following the termination of the Mobile Services, Flotek reserves the right (at its discretion) to charge you a fee in respect of each individual piece of Equipment, such fee being the full market value of such Equipment at the time it was supplied to you, or to enter your premises to repossess the Equipment.
- 7.5 In relation to any Equipment that is supplied or installed by Flotek to the Customer in connection with the Mobile Services on a lease basis:
- (a) you will notify us within 3 Business Days of receipt if any of the Equipment is damaged, or if the order has been incorrectly fulfilled and cooperate with us in dealing with our Third-Party Provider in relation to any Equipment that is damaged or in need of repair. You acknowledge and agree that your remedies in relation to such damaged Equipment will be as prescribed by the applicable Third-Party Provider, and Flotek are not responsible or liable to you in relation to such damaged Equipment;
  - (b) we are not obligated to offer you a refund, exchange, or credit in the event that Equipment is ordered by you in error;
  - (c) we are not obliged to agree to any upgrades to the Equipment provided but where it



agrees to, Flotek shall be entitled to extend the Minimum Term accordingly; and

- (d) the supply of Equipment shall be subject to availability.

7.6 Unless otherwise agreed in writing, where we provide Equipment to you (whether on a lease or purchase basis):

- (a) you will, where applicable and possible for us to pass on to you, receive the benefit of the manufacturer's standard warranty in relation to that Equipment and we will use reasonable endeavours to provide the benefit of any such warranty in the Equipment (including any additional warranties from the manufacturer or other third party supplier);
- (b) you acknowledge and accept that we are not the manufacturer of the Equipment and other than those set out in the Contract, we provide no warranties or representations to you in relation to such Equipment and have no responsibility or obligation in respect of the Equipment except as set out in the Contract;
- (c) we recommend that you obtain appropriate insurance cover for any such Equipment at the level of its full value;
- (d) you acknowledge and accept that you will only be able to rely on any warranty from a manufacturer or supplier if you have complied with their conditions in relation to any warranty including the use of the Equipment in accordance with any applicable documentation or reasonable instructions provided by us or available to you for the particular Equipment;
- (e) you may need to deal with the manufacturer or supplier directly where the manufacturer or supplier requests this, otherwise we will facilitate the warranty process on your behalf for Equipment purchased or leased from us; and
- (f) where no warranty from the manufacturer or supplier is available (including where a warranty does not apply, for example for third-party or end-user damage to Equipment) or where it has expired, you will be responsible for the Equipment including any faults with it, and the replacement and/or repair of the Equipment.

## 8. Pre-Term termination

8.1 You acknowledge and accept that unless agreed and set out in the Order Form, you are liable for all cancellation or termination payments and changes (including without limitation any early termination charges) that may apply on termination of the Mobile Services with us.

8.2 Where any individual Connection is terminated (for whatever reason) prior to the end of the relevant Minimum Term for the Connection or in contravention of these Mobile Terms :

- (a) where the Equipment has been supplied either free of charge, or at a reduced rate, you will pay to us a lump sum equal to the Equipment provided for the Connection(s), based on the market value of the Equipment provided at the commencement of the current Minimum Term; and
- (b) we are entitled to charge you the amount of any discount that was provided to you that was conditional on you completing the Minimum Term.

8.3 The sums stipulated in paragraph 8.2 of these Mobile Terms will be charged in addition to any cancellation fees applicable in accordance with clause 12 of the Terms that are imposed by either Flotek or the applicable Third Party Provider.