

## FLOTEK GROUP LIMITED NETWORK SERVICES - SPECIAL TERMS

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

### 1. Network Services Definitions

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

**Connection Date:** means the date on which the Third-Party Provider provides the connection to the Network Services, subject to any Services Commencement Date under paragraph 2.1;

**Ethernet:** a dedicated fixed bandwidth data service that provides a symmetrical uncontended connection between devices;

**Extended Term:** has the meaning given to it in paragraph 2.2 of these Network Terms;

**Handover Date:** the date on which the Network Services have been connected by the networks or installed by Flotek which will be the Services Commencement Date under the Contract;

**Minimum Term:** the period set out in the Order Form;

**Network:** the applicable public electronic communications network relevant to your Network Services;

**Network Services:** means our network services provided to you under a Contract as further particularised, and described in the Service Level Agreement - <https://flotek.io/sla>

**Services Commencement date:** has the meaning given to it in paragraph 2.1 of these Network Terms;

**Site Surveys:** has the meaning given to it in clause 3.1(a); and

**Standard Service Definition:** a document setting out further details of the Network Services, any service levels and detailing any service credits (where applicable).

## 2. Network Services Term

- 2.1 Where a Contract includes Network Services, these will be provided from the Services Commencement Date which will be the Handover Date unless otherwise specified in the Order Form.
- 2.2 The Network Services will start on the Services Commencement Date and will continue, unless terminated earlier in accordance with the terms of the Contract, for the Minimum Term. At the end of the Minimum Term, the Network 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.
- 2.3 Notwithstanding paragraph 7.2 of these Network Terms, if you are a Small Business Customer, you may terminate the Network Services at any time prior to the Services Commencement Date.

## 3. Network Services Requirements

- 3.1 The provision of Network Services under a Contract is conditional on:
- (a) Flotek carrying out such surveys (the “**Site Surveys**”) as it considers necessary to satisfy itself that it is feasible for it to supply the Network Services and Flotek being satisfied with the results of such surveys or, if it is not satisfied, on the completion by you promptly of any steps Flotek requires in order to be able to supply the Network Services;
  - (b) Flotek not being prevented by circumstances and factors outside of its control from being able to supply the Network Services including (without limitation): (i) the infrastructure at the Site not being able to support the Network Services; (ii) you not obtaining the necessary permission from third parties to install the necessary infrastructure or any equipment; or (iii) a public body such as a local authority or highways authority withholding consent to the installation of the infrastructure where such consent is required;
  - (c) you providing us with all appropriate access rights as required by us to install the infrastructure to provide the Network Services, including without limit access to any data room and to areas where cabling will be run (for example any shafts, roof spaces and lofts);
  - (d) the installation of the lines over which the Network Services are to be provided and such lines being fully operational: and
  - (e) you providing to Flotek’s satisfaction accurate information and data to enable Flotek to calculate the Charges and to carry out or commission the Site Surveys (including any access required to the site).

- 3.2 If, having carried out the Site Surveys it is apparent that to enable the Network Services to be provided, infrastructure and works are required in addition to that which is already in place, then:
- (a) Flotek will provide you with a quotation for undertaking such work (which may include works from Third-Party Providers); and
  - (b) you may either accept or refuse that quotation. If you:
    - (i) accept the quotation, then Flotek shall arrange for the work to be carried out to install the infrastructure required and the cost thereof shall be paid by you in accordance with the quotation, which shall be in addition to other Charges and costs payable by you under the Contract; or
    - (ii) rejects the quotation then either party may terminate the provision of Network Services under the Contract, without any liability (aside from the obligation on you to pay reasonable fees for carrying out the Site Surveys and to pay any costs that have been incurred by any applicable Third-Party Provider in anticipation of the provision of the Network Services). For the avoidance of doubt, termination of the Network Services will not have any impact on any other Services to be provided under a Contract.
- 3.3 We reserve the right to charge for Site Surveys in accordance with our standard prices at the time that the Site Survey is carried out.
- 3.4 Notwithstanding clause 3.2 and the outcome of any Site Surveys Where a Third-Party Provider identifies that excess construction is required for the Network Services, any proposed charges for these works must be accepted by you before the work can be carried out. Where such charges are provided to you for any excess construction, if we do not receive an acceptance from you within 30 days of notification of the charges, the charges will be considered rejected and the works (and where applicable any related Network Services) will be deemed cancelled. Where any work has been carried out prior to cancellation, paragraph 3.5 of these Network Terms will apply.
- 3.5 Where you reject any additional infrastructure and works and the Contract is terminated under paragraph 3.2(b)(ii) of these Network Terms, you may have to make payment for any work that has been carried out prior to termination, including any work carried out by us or by a Third-Party Provider where they request payment for such works (regardless of if the Services will no longer be provided to you). Where possible, we will use reasonable endeavours to minimise these costs.
- 3.6 On activation of the Network Services, you understand and accept that you may experience a temporary loss of your existing line or connection.

#### 4. Network Services Limitations

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East Tyndall Street  
Cardiff  
CF24 5EA

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- 4.1 You agree that Flotek cannot guarantee that the Network Services will work without interruption or that they will be fault or error-free.
- 4.2 You shall notify Flotek of any interruption, fault, or error with the Network Services in accordance with the Standard Service Definition (<https://flotek.io/sla>), as amended from time to time. Flotek shall use reasonable endeavours to correct or cure any interruption, fault, or error with the Network Services in accordance with the Standard Service Definition save that time shall not be of the essence.
- 4.3 Notwithstanding any other provision of the Contract, Flotek shall not be liable to you in any way for:
- (a) any acts or omissions of any third party (including any Third-Party Provider) that may (wholly or partially) cause, impact or result in any interruption, fault, or error with, or withdrawal of (temporarily or permanently) the Network Services, including any failure of a third party (including any Third-Party Provider) to provide information, or a delay or failure to complete any works required to provide the Network Services; and
  - (b) any damage or loss caused by any third party (including any Third-Party Provider) to your premises (including the Site), property or equipment or other materials; and

in relation to the above, our sole obligation for any acts or omissions of any third party (including the Third-Party Provider) and any such damage or loss will be to liaise with the third party (including the Third-Party Provider) to attempt to resolve the issue and find a solution (which may require you to raise an issue directly with them).

## 5. Customer Obligations

- 5.1 You will pay the Charges specified in the Contract (including the Order Form) for the Network Services from the Connection Date (regardless of if the Services Commencement Date is after the Connection Date). Charges will be paid monthly in advance by direct debit, or such other method as specified in the Order Form. Where the Connection Date falls part way through a month, your first invoice will be for the following Charges: (i) a pro rata amount to cover the rest of that month; and (ii) Charges for the full amount of the following month. Installation charges will be payable on the Connection Date.
- 5.2 Flotek shall be entitled to make additional charges in the event that you supply inaccurate or misleading information to Flotek or if the results of any survey reveal additional construction work is required in order for Flotek to supply the relevant Network Services (see paragraph 3 of these Network Terms).

- 5.3 We may pass on any additional costs to you that are incurred by us in the carrying out of the Network Services, including without limit where a master socket relocation is required.
- 5.4 In relation to the use of the Network Services, you agree to (and will, where applicable, ensure any personnel and other third party shall):
- (a) only use the Services for the intended purposes and in accordance with any instructions that we give you from time to time;
  - (b) ensure that the Network Services are not used to make offensive, obscene, indecent, menacing, abusive, nuisance, fraudulent, or hoax calls or communications or to cause annoyance, inconvenience or needless anxiety to any person;
  - (c) not use the Network Services in any way that may, in Flotek's 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 Network Services or that may generally apply to you;
  - (e) not use the Network Services for storing, transmitting, communication or receiving any material in breach of any law, regulation, code of practice or in breach of our Fair Use Policy any acceptable use policy of any Third-Party Provider;
  - (f) not use the Network Services to copy, store, modify or distribute services or content which you are not permitted to do without appropriate consent;
  - (g) implement and maintain appropriate security and control over your 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 Network Services and ensure its compatibility in terms of technical specification with the Network Services;
  - (i) not use nor permit the Network 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 Network Services and to take all reasonable security measures to prevent such use;
  - (k) not misuse the Network Services in any way, including without limitation, causing the volume of calls made to the telephone numbers allocated to you to significantly exceed

that which can be answered by you where this would cause congestion to a network. We may make contact with you at any time if your use of the Network Services is excessive (in our sole discretion) and request that you rectify such use;;

- (l) not misuse the Network Services in any way, including sending or receiving data in such a manner or volume so as to exceed agreed usage limits or so as to adversely affect the network, Flotek or its other customers. We may make contact with you at any time if your use of the Network Services is excessive (in our sole discretion) and request that you rectify such use;;
- (m) not download, send or upload content of an excessive size, quantity or frequency in your use of the Network Services. We may make contact with you at any time if your use of the Network Services is excessive (in our sole discretion) and request that you rectify such use;
- (n) comply with Flotek's Fair Use Policy (as may be updated or amended from time to time); and
- (o) provide, at your cost, suitable space, and environment at the Site for the equipment used in the provision of the Network Services (in accordance with good industry practice and any instructions of Flotek or an applicable Third-Party Provider, including without limit sufficient cooled space on a rack).

5.5 Where you are in breach of, or we suspect (in our sole discretion) that you are in breach of, paragraph 5.4 of these Network Terms, we may suspend the Network Services pursuant to the term of the General Terms and Conditions.

5.6 Where, whether with your approval or not,:

- (a) the Network Services are used by you, your personnel, or a third-party in any way (whether authorised or unauthorised, and whether the use is legitimate or fraudulent), then you will be responsible for paying the Charges and any additional costs associated with such use in full; and
- (b) any Equipment is used by you, your personnel, or a third-party (whether authorised or unauthorised) which causes damage or loss to the Equipment, you will be responsible for paying for our losses in relation to such Equipment in full.

5.7 Any assistance that we provide to you in relation to any fraudulent and/or unauthorised use of the Network Services (including the Equipment) by you, your personal, or a third party is on a good faith basis and is at our discretion and we will assume no liability for any loss sustained by you in connection with such fraudulent and/or unauthorised use of the Network Service.

5.8 In relation to the use of the Network Services, you accept and agree that:

- (a) 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 any breach by you of these Network Terms including without limit any misuse or illegal use of the Services by you, your Affiliates, or any end user;
- (b) the speed of any Network Services or connection depends on a number of factors (including both external and physical) beyond our control (such as local availability, the distance from the exchange and peak traffic volume) and that Flotek does not warrant or represent that your connection(s) will produce the maximum advertised speed;
- (c) except where stated otherwise in the Order Form, the Network Services do not include the supply by Flotek of lines, modems and other equipment that might be required by you to utilise the Services, or advice on these unless Flotek is specifically engaged to do so under a separate contract which shall be in addition to the provision of Network Services under the Contract;
- (d) in respect of any router supplied by or on behalf of Flotek for a managed internet Ethernet circuit unless otherwise specifically agreed with Flotek:
  - (i) the router will be provided in a routed IP configuration and its sole purpose is to create an interface for you to plug equipment into and it is not to be used for any other purpose;
  - (ii) the router is the demarcation point at which the responsibility for the provision of Network Services by Flotek ends;
  - (iii) access to the command interface of the router (which would be required to configure the router) will not be provided to you, nor will other functions that the router may be capable be enabled such as wireless connectivity and firewall functionality;
  - (iv) Flotek is not responsible for configuration of the router other than to an IP configuration;
  - (v) unless it is agreed between the parties that Flotek will provide firewalls, Flotek shall not be responsible for installing firewalls or plugging in the router and if you require firewalls then you shall be responsible for processing their installation; and
  - (vi) it will be provided in a NAT (Network Address Translation) configuration with DHCP Scope enabled, unless otherwise agreed;

- (e) Flotek is not responsible for any broadband router that has not been provided by it, or the configuration of that router and any fault diagnosis on the broadband circuit will only be carried out with the test router supplied by us;
  - (f) Flotek is not responsible for any equipment that is not provided by it; and
  - (g) it is your responsibility to provide all assistance and cooperation to enable us to carry out the installation and testing of the Network Services and Equipment and to support the Network Services for the duration of the Contract. Where you do not provide us with such assistance and cooperation, and this results in an inability for us to provide the Network Services or correctly troubleshoot any fault, we will not be responsible for any fault that occurs or any claims or complaints resulting from loss of, or poor speed, Network Services.
- 5.9 Flotek is under a duty to all of its customers to preserve network integrity and capacity and avoid degradation, for the benefit of all of its customers. To this end, you agree that:
- (a) if in Flotek's and/or an applicable Third-Party Provider's reasonable opinion your use of the Network Services is adversely affecting, or may adversely affect, integrity and capacity of networks or systems, Flotek may take such steps as it deems appropriate to manage your Network Services (which may include suspending your access to the Network Services and/or terminating the provision of Network Services, without limiting any other rights available to us);
  - (b) Flotek and/or an applicable Third-Party Provider may take such steps as it deems necessary to stop emails that appear to be bulk emails, or which appear to be of an unsolicited nature from entering networks and this may include blocking access to or delivery of any such emails; and/or
  - (c) Flotek and/or the applicable Third-Party Provider may operate virus screen technology which may result in the deletion or alteration of emails, or their attachments as deemed fit by Flotek and/or the applicable Third-Party Provider, without any liability.
- 5.10 You will comply with the terms of these Network 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 Network 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.
- 5.11 We may change our Third-Party Providers at any time.



- 5.12 You will be liable for and 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 you not obtaining or maintaining any requisite licence, authorisations, approvals, permissions, or consents that are required to provide the Network Services.

## 6. Responsibility for Equipment

- 6.1 Other than Equipment purchased by you as particularised as being sold to you in an Order Form, any equipment installed or supplied by Flotek to you in connection with the Network Services (including but not limited to routers, cabling and access points) shall at all times remain Flotek's property. You shall be responsible for the safekeeping and risk of such equipment for the duration of time that it is in your possession. Note that the Equipment provided to support the Network Services that is owned by Flotek may not be fully itemised on the Order Form and may be grouped together with the solution but Flotek will keep full records of such Equipment.
- 6.2 You shall return (at your cost) any Equipment installed or provided to you under paragraph 6.1 to Flotek immediately on request by Flotek or on termination of the Network Services under the Contract. If such equipment is not returned within 7 days of notice to do so or termination, Flotek may charge you fee in respect of each piece of Equipment and/or may enter your premises in order to take possession of them without notice to you. Until returned, you will be solely responsible for the safe keeping of the equipment and will not use them for any purpose not connected with the Contract. You shall be liable for all costs, losses, damages, and expenses incurred by Flotek for the repair, recovery, and replacement of such equipment (whether during the term of the provision of the Network Services, or after termination).
- 6.3 Where you wish to transfer the provision of any lines or services from another supplier to Flotek, you shall:
- (a) provide to Flotek such accurate information as is required by Flotek to enable the migration from the current supplier; and
  - (b) be responsible for all costs, charges and penalties that may arise as a result of or in connection with such transfer (including without limitation any early termination payments or charges owed to the previous supplier).

## 7. Consequences of Termination of Network Services

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

- 7.2 You acknowledge and accept that Flotek and any relevant Third-Party Provider will have prior to the Connection Date spent a significant amount of time and incurred expense in preparation for the provision of the Network Services to you. In the event that the Contract is terminated for any reason prior to the Connection Date (including under paragraph 3.2(b)(ii) of these Network Terms) you shall pay to Flotek: (a) £500 plus VAT (or such other lower reasonable amount as specified by Flotek) in respect of the time spent by Flotek in preparation for the provision of the Network Services; and (b) an amount equal to the direct expenses (plus VAT) incurred by Flotek in the preparation of Network Services to you, limited to £10,000 (per leased line) (which may include the cost of any works carried out by a Third-Party Provider prior to termination such as excess construction charges). This clause shall not apply where the Customer is a Small Business Customer.
- 7.3 Where the Network Services under a Contract, or the whole Contract which includes the provision of Network Services, is terminated under the terms of the Contract for any reason before the expiry of the Minimum Term or an Extended Term, or at any point after the Connection Date, then the following provisions shall apply:
- (a) in this paragraph 7.3, the “**Remainder of the Term**” will mean the period that the Contract would have had left to run of the Minimum Term or Extended Term (as applicable) until the first opportunity when notice could have been given under paragraph 2.2 to terminate it. Where the Contract is terminated after the Connection Date but before the Services Commencement Date under paragraph 2.1 of these Network Terms, then the Remainder of the Term shall be deemed to have commenced on the Connection Date;
  - (b) you acknowledge and accept that to enable Flotek to provide the Network Services to you, Flotek will enter into a fixed term contract with an applicable Third-Party Provider on the Connection Date which requires the services provided by the Third-Party Provider to be provided for a specific length of time (being the same as the Minimum Term or Extended Term). As such, where the Network Services under a Contract, or the whole Contract which includes the provision of Network Services, is terminated for any reason during the Minimum Term or applicable Extended Term, then:
    - (i) subject to paragraph 7.3(b)(ii) below, and without prejudice to any other rights or remedies that we may have, you shall pay to us on demand an amount equal to the sum that you would have been liable to pay for the Remainder of the Term for the Network Services (calculated at the rate which applied at the time of termination), less any reduction that may apply pursuant to the paragraph 7.3(b)(ii) below. Where such termination occurs after the Connection Date but before the Services Commencement Date under paragraph 2.1 then the rate will be the rate that would have applied at the Services Commencement Date had the Contract not been terminated; and

- (ii) where paragraph 7.3(b)(i) applies, in the event that the applicable Third-Party Provider used to provide the Network Services reduces the amount that it charges to us from the amount it is contractually entitled to charge in respect of the Remainder of the Term, we shall advise you of the amount of such reduction which will be applied to any amount payable under paragraph 7.3(b)(i).

## 8. Additional Network Service Specific Terms

The following terms apply where your Network Services include the following applicable services.

### 8.1 All Network Services

- (a) We reserve the right to incorporate additional terms and conditions into our Network Services Specific Terms from time to time, including as required by our Third-Party Providers. Such terms may be incorporated by written notification to you directly or as published on our website from time to time.
- (b) You acknowledge and agree that the provision of any Network Services by us to you is subject to the terms of any Third-Party Provider as specified from time to time. Your failure to comply with these terms may result in us terminating or suspending the relevant Network Services at any time.

### 8.2 Voice over Internet Protocol (VOIP) Services

- (a) Where the Network Services involve the supply of VOIP services, the following terms shall apply, and you accept and understand that:
  - (i) your ability to make emergency calls and their priority treatment cannot be guaranteed and that any suspension or interruption of the VOIP service may result in you being unable to make emergency calls. It is your responsibility to ensure that you have alternative options to make emergency calls outside of the provision of the Network Services;
  - (ii) if you experience a power cut, you will not be able to access emergency services using VOIP and should ensure you have alternative means for access to emergency services;
  - (iii) you must, prior to activation, register with Flotek the principal fixed location(s) for use of VOIP outbound calls and update that information with Flotek if there is any change to this principal location, or if any new locations are to be added;
  - (iv) the VOIP services are generally not considered to be as reliable as calls made over conventional telephone lines and you are advised to maintain the ability to make telephone calls other than through a VOIP system;

- (v) you acknowledge that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond Flotek' control and Flotek will have no liability in relation to this; and
- (vi) the VOIP services may not offer all of the features or resilience that you may expect from a conventional telephone line.

### 8.3 Ethernet Services

- (a) Where the Network Services involve the supply of Ethernet Services, the following terms shall apply and you accept and understand that:
  - (i) where there is a delay to any agreed Service Commencement Date caused by you, Flotek or its Third-Party Provider may terminate the order for Services. Where the services are terminated due to customer delay, we will notify you of this.
  - (ii) Notwithstanding any term in the Contract, you shall not:
    - (A) act nor purport to act in any way which is contrary to the ownership, operation or use of the Network by us or our Third-Party Provider, including by way of example, by purporting to exercise a lien over the Network; or places Flotek or its Third-Party Provider in breach of the warranty terms associated with any equipment connected to the Network or otherwise supplied pursuant to this Contract, provided that you have been provided with reasonable notice in writing of such warranty terms;
    - (B) intentionally or negligently act or omit to act in any way which will or may injure or damage the person, or the reputation or property of any employee, agent or representative of Flotek, Flotek facilities, Network or any equipment owned or controlled by Flotek;
    - (C) use a Service to:
      - send, communicate, knowingly received, upload, download or use any material or make any calls (where relevant) that are offensive, abusive, obscene or are intended to deceive;
      - download, possess or transmit any way, any illegal material;
      - engage in criminal, illegal, terrorist or unlawful activities;
      - violate or infringe the rights or property of any person including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality; or

- send, communication, knowingly receive, upload or download data or make any calls in such a way or in such amount that you know or ought reasonably to know will have a material adverse effect on Flotek or its Third-Party Provider.
- (iii) You shall indemnify us in respect of any losses incurred by or awarded against us arising out of or in connection with your breach of this paragraph.
- (iv) Any claims in relation to the services that are provided from Flotek or its Third-Party Provider as part of the Network Services Special Terms that you are aware of or ought to be reasonably aware of must be brought by you within 12 months that the event giving rise to the claim arose.
- (v) The Minimum Term, Services Commencement Date and renewal of any service is as per the Network Services Special Terms unless otherwise set out in the Order Form (or as confirmed by Flotek in writing once the order has been made and accepted by any Third-Party Provider on your instructions). Early termination fees will apply where terminated in contravention of this paragraph.

Notwithstanding any provision in the Contract, the following sets out additional details of the Services including any exclusions and exceptions relevant to ethernet connectivity services provided as part of the Network Services.

- (b) You will notify us immediately of any faults, issues, non-availability or latency of the services from Flotek, its Third-Party Provider or the Network. We do not guarantee that any Network Services will be continuously available, free from latency, uninterrupted or error-free.
- (c) Where possible, we will use reasonable endeavours to obtain service credits or any other benefit to pass on to you from our Third-Party Provider where your use of the services are impacted. Note that we do not guarantee that these will be available and will be at the discretion of Flotek. Where applicable, service credits will be your sole and exclusive remedy in respect of any breach of service levels. A limit applies for service level claims in each year.
- (d) Any statements made in relation to Network Service availability excludes incidents caused by power disruption at the Site, incidents caused by your device and associated cabling, a relief or force majeure event, any event that we or our Third-Party Provider identifies or specifies is out of scope of any party's responsibility in any of its documentation, or any breach of the Contract or order.
- (e) Where an incident is raised with the Network Service, we expect that you have fully performed and undertaken diagnostic checks on your network and access circuit and verified that incidents are due to the network but any incident is raised for us to raise

directly with our Third-Party Provider.

- (f) Any service performance excludes:
  - (i) incidents caused by power disruption at your Site;
  - (ii) incidents caused by your device and associated cabling;
  - (iii) a relief or force majeure event;
  - (iv) any event that we or our Third-Party Provider identifies or specifies is out of scope of its responsibility in any of its documentation; and/or
  - (v) any breach of the Contract or order by you.
- (g) Any service levels do not apply to the following excluded incidents:
  - (i) in all cases of scheduled maintenance (such as planned engineering work), as notified to Flotek forty-eight (48) hours in advance and Emergency maintenance where notified to Flotek four (4) hours in advance are both exempt from claims under these Service Levels. Emergency maintenance carried out with less than four (4) hours' notice may be exempt, should the impact of not carrying out the maintenance cause a breach of these Service Levels. Denial of Service attacks in respect of the Service is also exempt from claim under these Service Levels.
  - (ii) where Services are suspended or reduced pursuant to the Contract and/or order as a result of your default;
  - (iii) where any force majeure event has occurred.
  - (iv) these service levels shall cease to apply where you are in breach of the Contract;
  - (v) a fault on your network or with your equipment, or equipment not provided by Flotek or its Third-Party Provider;
  - (vi) where, through no fault of the Third-Party Provider or because of circumstances beyond its reasonable control, Flotek or the relevant Third-Party Provider are unable to carry out any necessary work at, or gain access to the Site or you fail to agree an appointment date or work is aborted;
  - (vii) where reasonable assistance is required or information is reasonably requested by Flotek or its Third-Party Provider from the you or any other third party and such assistance or information is not provided or is not provided in a timely fashion;
  - (viii) through no fault of its own, Flotek or its Third-Party Provider is unable to obtain any necessary permissions or consents required in connection with the performance of a particular service level;
  - (ix) the failure is due to an inaccurate order being submitted;

- (x) a fault is not reported in accordance with the fault reporting provisions as required by Flotek or its relevant Third-Party Provider;
- (xi) you have failed to implement any reasonable and clear instructions issued by Flotek or its relevant Third-Party Provider in relation to the Network Service;
- (xii) you have failed to implement any measures you have agreed to take under, or has breached, the Contract;
- (xiii) a relief event; and
- (xiv) any event identified as outside the scope of Flotek or its relevant Third-Party Provider's responsibility in its documentation.

#### **8.4 Broadband Services (including Wholesale Line Rental ("WLR") Services)**

- (a) Where the Network Services involve the supply of Broadband Services, the following terms shall apply and you accept and understand that:
- (b) Any faults with the Network Services must be raised in accordance with the relevant Third-Party Provider's procedures for fault reporting and management. Any faults that you raise to Flotek with any part of the Network Services which relates to Broadband Services will be dealt with in line with the relevant Third-Party Provider's procedures for fault reporting and management and Flotek will have no responsibility in relation to the same (including any outcomes and remedies), other than to facilitate the reporting and management process on your behalf.
- (c) The Minimum Term, Services Commencement Date and renewals of any Broadband Service is as per these Network Special Terms unless otherwise set out in the Order Form (or as confirmed by Flotek in writing once the order has been made and accepted by its Third-Party Provider on your instructions). Early termination fees will apply where terminated in contravention of these Network Special Terms.
- (d) Where wholesale line rental services (WLR Services) are provided to you as part of the Network Services, the following additional terms will apply:
  - (i) You do not have title in the number allocated to the line rental and such number is controlled by and may only be transferred with the consent of the Third-Party Provider or the meet the national numbering requirements of OFCOM. Changes to the number allocated to the line will be provided by the Third-Party Provider to other communications providers with services on that line.
  - (ii) Our Third-Party Provider will provide us with call data records. Availability of these is not guaranteed by us or our Third-Party Provider and may be interrupted due

- to system downtime of our Third-Party Provider or its suppliers. Availability will resume as quickly as possible.
- (iii) You must ensure that your details for any directory listing entry are accurate. We will not be responsible for, or have any liability in relation to, your failure to provide, or an error or omission in, any directory listing information provided by you.
  - (iv) Any issues or faults with the Broadband Service should be raised directly with us, including in relation to any nuisance calls and we will provide you with appropriate advice and assistance. Where our Third-Party Provider provides support in relation to any nuisance call investigation, they may contact you directly. Flotek and/or our Third-Party Provider reserve the right to charge for any nuisance call investigation and you accept such costs.
- (e) You acknowledge and accept that:
- (i) the WLR Service is subject to certain limitations including technical limitations which may not become apparent until after the WLR Service has been installed and working for some time, and these limitations may require your WLR Service to be withdrawn, in which case we will rebate any applicable charges paid in advance where these are received by us from our Third-Party Provider.
  - (ii) the WLR Service may be incompatible with other Third-Party Provider services, our services, or services provided to you by other third parties.
  - (iii) the performance of some of your equipment may be affected by the WLR Service; and/or
  - (iv) technical or geographical limitations may inhibit the installation of WLR Service.
- (f) Neither us, or our Third-Party Provider, will be liable to you for the provision or performance of the WLR Service, its effect on other services or equipment, or the withdrawal of the WLR Service due to a service limitation.
- (g) You acknowledge and accept that provisioning time associated with features and facilities requested by us on your behalf through our Third-Party Provider's portal (where applicable) is not guaranteed and will be provided as soon as our Third-Party Provider is reasonably able to do so.
- (h) You acknowledge and accept that:
- (i) the broadband access services are provided by our Third-Party Provider are subject to certain technical limitations and product incompatibilities as may be set out in our Third-Party Provider's service literature (as may be requested by you from time to time) and that these limitations may affect the performance of your equipment;



- (ii) the limitations referred to above may not become apparent until after specific broadband access services have been activated and working for some time. In these circumstances, your service may need to be withdrawn in which case we will refund any applicable charges paid in advance where these are received by us from our Third-Party Provider.
- (iii) Due to circumstances outside of our control or the control of our Third-Party Provider, it is possible that some broadband access services will cease to be operational as a result of changes to third party infrastructure. In these circumstances, you acknowledge and agree that your service may need to be withdrawn and re-provided, and you will cooperate to do so as quickly and efficiently as is reasonably possible.
- (iv) Where applicable, we will use reasonable endeavours to obtain service credits from our Third-Party Provider where these are available for failure to meet with any applicable service levels. We do not guarantee that service credits will be available. Service credits may be subject to conditions set out in our Third-Party Provider's service documentation.
- (v) You will notify us immediately of any issues, faults, non-availability or interruption of services provided by us. We do not guarantee that the Network Services will be continuously available, free from latency, uninterrupted or error-free.

A decorative graphic in the bottom left corner consisting of several overlapping, curved lines in shades of purple, blue, and orange.

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