

FLOTEK GROUP LIMITED COMMS SERVICES – SPECIAL TERMS

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

1. Comms Services Definitions

The following definitions apply in these Comms Terms:

Artificial Inflation of Traffic: means a situation where the flow of calls to any particular revenue share service is as a result of any activity by or on behalf of the party operating that revenue share service disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network;

Comms Services: means our communications services provided to you under a Contract as further particularised in the Flotek Service Level document found here - <https://flotek.io/sla>

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

Extended Term: has the meaning given to it in clause 2.2;

Handover Date: the date on which the Comms 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

Site Surveys: has the meaning given to it in clause 3.1(a).

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

2. Comms Services

2.1 Where a Contract includes Comms 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 provision of the Comms 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 Comms 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 9.2 of these Comms Terms, if you are a Small Business Customer, you may terminate the Comms Services at any time prior to the Services Commencement Date.

3. Requirements for Comms Services

3.1 The provision of Comms Services by Flotek 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 Comms 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 Comms Services;
- (b) Flotek not being prevented by circumstances and factors outside of its control from being able to supply the Comms Services including (without limitation): (i) the infrastructure at the Site not being able to support the Comms 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 Comms 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 Comms 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 Comms 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 the 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) reject the quotation, then either party may terminate the provision of the Comms Services under the Contract without any liability (aside from the obligation on you to pay our 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 Comms Services). For the avoidance of doubt, termination of the Comms 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 Comms 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 Comms Services) will be deemed cancelled. Where any work has been carried out prior to cancellation, paragraph 3.5 of these Comms 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 It is your responsibility to provide us with all assistance and cooperation in the installation, testing and provision of the Comms 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 Comms 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 use of, or other issues, with the Comms Services.

- 3.7 You will comply with the terms of these Comms Terms and to 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 or all of the Third-Party Provider terms set out in these Comms 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.

3.8 We may change our Third-Party Providers at any time.

4. Restrictions and Limitations of the Comms Services

4.1 Flotek cannot guarantee that the Comms 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 Comms Services in accordance with the Standard Service Definition, as amended from time to time. Flotek shall use reasonable endeavours to correct or cure any interruption, fault, or error with the Comms Services in accordance with the Standard Service Definition, save that time shall not be of the essence.

4.3 Notwithstanding any other provision of these Comms Terms, 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 Comms 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 Comms 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 any 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).

4.4 All and any telephone numbers allocated to you in connection with the Comms Services may be withdrawn by OFCOM at any time and accordingly Flotek does not warrant or represent that such telephone numbers can be provided to you. You acknowledge and agree that any telephone numbers allocated to you are allocated on the basis of a licence and you agree not to sell or transfer any telephone number provided to you (except where you have the right to port that telephone number).

4.5 You agree not to use in connection with the fixed network service provided by Flotek as part of the Comms Services any telephone number that you do not have the legitimate right to use. In this regard you shall not "present out" any telephone number that you do not have the right to use; such

as a telephone number of a competitor.

- 4.6 Where Flotek grants to you a hosted user licence as part of the Comms Services, this licence shall terminate at the point when Flotek ceases to provide to you the Comms Services in respect of which the hosted user licence was granted and the hosted user licence and all rights in the hosted user licence shall revert to and be owned in their entirety by Flotek or its licensor. For the avoidance of doubt, this means that all associated rights connected with the hosted user licence will cease including without limitation any access to materials such as voicemails and call recordings. It is your responsibility to download any materials onto external devices owned by you prior to the hosted user licence terminating and we will have no responsibility where you fail to do so and your access to materials are lost.
- 4.7 By agreeing to any order for Comms Services, you warrant that you and any end-user of the Comms Services do not appear on any of the lists that may at any time be compiled and published by OFCOM of companies and/or individuals that have caused serious or repeated harm to consumers, or any lists confirming that you or an individual are under assessment by OFCOM (the “**Consumer Protection Lists**”). You agree to notify us immediately if you or an end-user individual appears on any Consumer Protection Lists and you understand and accept that where you or an end-user individual does appear on any Consumer Protection Lists, we reserve the right to withdraw any allocated telephone numbers to you and/or an end-user individual, and in our sole discretion, terminate the Contract with you, or any part of it (including just the Comms Services, or particular Comms Services). You agree to indemnify us and hold us harmless against any losses or liabilities that we incur (including without limitation under our contract with the relevant Third-Party Provider) where you are in breach of this paragraph 4.7.

5. Comms Service Acceptable Use Requirements

- 5.1 In relation to the use of the Comms Services you shall (and will, where applicable, ensure any personnel and other third party shall):
- (a) only use the Services for the purposes of the genuine making of calls and other related activities and in accordance with any instructions that we give to you from time to time;
 - (b) ensure that the Comms 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 Comms 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 Comms Services or that may generally

apply to you;

- (e) not use the Comms 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 or similar of any Third-Party Provider;
- (f) not use the Comms 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 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 Comms Services and ensure its compatibility in terms of technical specification with the Comms Services;
- (i) not use nor permit the Comms 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 Comms Services and to take all reasonable security measures to prevent such use;
- (k) provide, at your cost, suitable space, and environment at the Site for the equipment used in the provision of the Comms 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);
- (l) not misuse the Comms 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 Comms 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 Comms Services. We may make contact with you at any time if your use of the Comms Services is excessive (in our sole discretion) and request that you rectify such use; and
- (n) comply with Flotek's Fair Use Policy (as may be updated or amended from time to time).

- 5.2 Where you are in breach of, or we suspect (in our sole discretion) that you are in breach of, paragraph 5.1 of these Comms Terms, we may suspend the Comms Services pursuant to the term of the General Terms and Conditions.
- 5.3 You agree that:
- (a) Flotek may publish details of your company name, address and telephone number(s) in the Directory Enquiries Service, unless you expressly confirm to Flotek in writing that you would like a special entry to be made, for which Flotek may make an additional charge. You will ensure that any details that you provide to us for the Directory Enquiries Service is accurate;
 - (b) to the extent the Comms Services contain Voice over Internet Protocol (VOIP) services:
 - (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 Comms 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; and
 - (c) in order to protect you against unauthorised transfer of Comms Services, in the event that you fail to contact Flotek not less than 48 hours prior to any transfer date in accordance with the Customer Transfer Preference Policy, Flotek may cancel any order made with a third party supplier.

- 5.4 You agree and undertake not to cause any attachments to be connected (directly or indirectly) to the Comms Services, other than those that meet the appropriate essential requirements of the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000 and any other requirements or standards under Applicable Laws or as prescribed in the description of the Comms Services published from time to time.
- 5.5 Save where you have contracted for the supply of line rental only, you agree that you will not (on lines contracted to be billed by Flotek), use those lines for calls charged for by another supplier. If in breach of this paragraph 5.5, you do use lines supplied by Flotek for the carriage of calls charged for by another supplier, this will be deemed a material breach of these Comms Terms that is incapable of remedy and Flotek may (at its option) immediately terminate the Contract in full, or the Comms Terms under a Contract (or part of them) without impacting any other Services under that Contract. The provisions of paragraph 9 below shall apply.
- 5.6 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 Comms Terms or any terms of a Third-Party Provider including without limit any misuse, fraud, Artificial Inflation of Traffic, or illegal use of the Services by you, your Affiliates, or any end user; and
 - (b) you not obtaining or maintaining any requisite licences, authorisations, approvals, permissions or consents that are required to provide the Comms Services.
- 5.7 Where, whether with your approval or not,:
- (a) the Comms 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.
- 5.8 Any assistance that we provide to you in relation to any fraudulent and/or unauthorised use of the Comms Services (including the Equipment) by you 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 Comms Services.

6. Equipment

- 6.1 Other than Equipment purchased by you as particularised as being sold to you in the Order Form, any equipment installed or supplied by Flotek to you in connection with and in support of the Comms Services (including but not limited to handsets) 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 Equipment provided to support the Comms 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 Comms 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 Comms Services, or after termination).

7. Charges

- 7.1 The Charges for the Comms Services shall be as detailed in the Order Form and as otherwise determined in accordance with the Contract. The following additional clauses apply to the Charges for Comms Services:
- (a) Charges for service rentals are payable from the Connection Date unless otherwise agreed in the Order Form;
 - (b) except for Charges for calls which are payable in accordance with paragraph 7.1(c) below, 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;
 - (c) Flotek will charge you monthly in arrears for call Charges that have been received and processed by us in that month. You will pay for all Charges for calls whether made by you or any third party;
 - (d) if Flotek supplies you with any temporary Comms Services, Flotek may charge the Customer in advance for the whole period during which the temporary services are to be provided;

- (e) Flotek may charge a minimum monthly fee of not less than £10.00 per month for Charges for calls in the event that your Charges for calls do not exceed this sum in any month;
- (f) Charges are calculated based on reference to our data records and not the data records of you and our records shall be evidence of call parties, call time and call duration in relation to any particular call and shall be accepted save in the case of manifest error by us;
- (g) for the avoidance of doubt, you must pay for all calls that are made using the Comms Services, even if these are unauthorised;
- (h) depending on the applicable Third-Party Provider, Charges may be calculated differently across the Comms Services and we will pass on the Charges as calculated by each Third-Party Provider (including, without limitation, in relation to any “peak” or “off peak” periods, or whether certain levies are applied (for example, in relation to payphone or mobile access)). All such costs will be passed on to you;
- (i) we reserve the right to invoice you for excessive costs of conveyance caused by deliberate aggregation by you of calls to a particular dial string within a destination, the engagement by you in arbitrage, deliberate manipulation by you of call profiles, or other similar acts of non-commercial nature initiated by you;
- (j) in respect of Comms Services that include and comprise only of inbound voice services and inbound numbers, you acknowledge and agree that Flotek shall have based its charges for a contract upon forecast information provided by you about total number and duration of calls for the inbound numbers; and
- (k) you further acknowledge and agree that Flotek may apply a charge (calculated monthly and payable by you in arrears) for each inbound number which either does not carry any traffic for any one month period or carries traffic which is at last 50% lower than that outlined in the forecast provided under clause 7.1(j). the charge for the inbound number will be agreed in writing and accepted by both parties before billing commences.

8. Additional Charges

- 8.1 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 Comms Services (see paragraph 3 of these Comms Terms).
- 8.2 Where the transfer of lines and services of another supplier occurs, then the provision of any and all relevant existing services supplied to you by such supplier will automatically transfer to Flotek and will be charged for by Flotek in accordance with our then-current charges. You will 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).

9. Consequences of Termination of Comms Services

- 9.1 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 Comms Services with us.
- 9.2 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 Comms 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 Comms 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 Comms Services; and (b) an amount equal to the direct expenses (plus VAT) incurred by Flotek in the preparation of Comms Services to you, (which may include the cost of any works carried out by a Third-Party Provider prior to termination such as excess construction charges). This paragraph 9.2 shall not apply where the Customer is a Small Business Customer.
- 9.3 Where the Comms Services under a Contract, or the whole Contract which includes the provision of Comms 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 9.3, 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 Comms Terms, then the Remainder of the Term shall be deemed to have commenced on the Connection Date;
 - (b) without prejudice to any other rights or remedies available to us, you will be liable to pay on demand to Flotek a sum calculated as follows:
 - (i) (in reference to the monthly line rental cost) the amount that you would have been liable to pay Flotek for the rental of the lines of the Remainder of the Term for the Comms Services (calculated at the rate which applied at the time of termination); and
 - (ii) (in reference to call charges) either the sum of £500 or if greater (and applicable)

the average of the monthly charges for calls incurred by you in the 3 months immediately preceding the date of termination of the Contract, or the Comms Services under the Contract, multiplied by the period of the Remainder of the Term (expressed in months).

- 9.4 Where you wish to export any numbers on termination to a new provider, we may charge an export fee to you which will be the greater of (i) £25 plus VAT; or (ii) the actual fee charged to Flotek for the transfer by the Third-Party Provider, per number.

10. Additional Comms Service Specific Terms

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

10.1 All Comms Services

- (a) We reserve the right to incorporate additional terms and conditions into our Comms 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 Comms 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 Comms Services at any time.

10.2 Hosted telephony or line rental services

- (a) Early termination fees will apply where the Comms Services are terminated in contravention of the General Terms and Conditions or the Comms Services Special Terms.
- (b) Subject to any conditions or terms that we may apply or that may be applied at any time by any Third-Party Provider (including any acceptable use policy or end user licence agreement), we grant you a non-exclusive, non-transferable licence to use the services as part of the Comms Services solely for your business use and only in accordance with any parameters relevant to the services from the relevant Third-Party Provider.
- (c) Notwithstanding any terms of the General Terms and Conditions, Flotek and any Third-Party Provider shall be joint data controllers of any personal data that is shared by you whilst using the services. Any personal data will be processed in accordance with Flotek and/or our Third-Party Provider's privacy notice as applicable.
- (d) We and/or our Third-Party Providers reserve the right to decide and implement the routing

of outgoing calls made via the lines we supply, the details of any relevant IP address and the relevant broadband circuit. Flotek accepts no liability for any costs incurred should a number change for any reason during the Services.

- (e) Any number allocated by Flotek or our Third-Party Provider to you or an individual end-user as part of the services provided by us is provided for the duration of our contract with you for the applicable Service as set out in the Order Form only or for the duration of the provision by our Third-Party Provider of the applicable service provided to us for onward sale to you (whichever is the shorter period). The number may not be sold by you. The number may not be transferred by you unless you have first obtained our prior written permission.
- (f) Specific lines may require additional charges or minimum time commitments (including, for example, ISDN30 lines and caller redirect lines). You may also be required to agree to additional terms (including those of a Third-Party Provider) to receive such service.
- (g) You agree not to use the Comms Services for any of the following purposes:
 - (i) in a way that does not comply with the terms of any legislation or any codes of practice, regulations or any license or authorisation applicable us or you or any individual end-user (as appropriate) or that is in any way unlawful or fraudulent or to your knowledge has any unlawful or fraudulent purpose or effect;
 - (ii) in connection with the carrying out of fraud or a criminal offence against any other public electronic communications operator;
 - (iii) in any way that constitutes artificial inflation of traffic;
 - (iv) in a way that does not comply with any instructions given by us or a Third-Party Provider;
 - (v) in a way that in our (or in any of our Third-Party Provider's) reasonable opinion could materially affect the quality of any electronic communications service or other service provided by us or our Third-Party Providers;
 - (vi) to make nuisance calls or spam;
 - (vii) to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights (including but not limited to copyright, rights of privacy and publicity) of others;
 - (viii) to obtain access, through whatever means, to notified restricted areas of the underlying network;
 - (ix) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any service of Flotek or to adversely affect other customers of Flotek or of its suppliers;

- (x) to engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Act; or
- (xi) in a way which (in the reasonable opinion of Flotek) brings the name of Flotek or any of our Third-Party Providers into disrepute, or which places Flotek or any Third-Party Provider in breach of the Applicable Laws.