

## FLOTEK GROUP LIMITED CYBER SECURITY SERVICES – SPECIAL TERMS

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

### 1. Cyber Security Services Definitions

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

**Cyber Security Services:** means our cyber security services provided to you under Contract as further particularised in the Flotek Service Level document found here - <https://flotek.io/sla>

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

**Services Commencement Date:** the date on which the Cyber Security Services commence, as set out in the Order Form;

**Service Level Agreement:** the service levels for the provision of Cyber Security Services which are available here: <https://flotek.io/sla> and may be varied from time to time by Flotek in its discretion; and

**System:** the hardware, operating systems and software listed in the Order Form.

### 2. Cyber Security Services Term

2.1 Where a Contract includes Cyber Security Services:

- (a) these will be provided from the Services Commencement Date as specified in the Order Form and will continue for the Minimum Term; and
- (b) at the end of the Minimum Term, the Cyber Security Services under the Contract will automatically renew for successive 12-month periods (each an “**Extended Term**”) unless either party terminates on not less than 90 days’ written notice, to expire at the end of the Minimum Term or the then-current Extended Term.

2.2 Early termination fees may apply where a Contract or specific Cyber Security Services under a Contract are terminated early in contravention of this paragraph 2.

### 3. Flotek's provision of the Cyber Security Services

3.1 Subject to the payment by you of the Charges, Flotek will provide the following Cyber Security Services to you:

(a) **Cyber Essentials:**

- (i) we will carry out a digital audit on your Systems. Subject to the relevant cyber security efficacy of your Systems, this audit will enable you to obtain a same-day cyber security certification.
- (ii) our tools will provide you with automated prompts to remind you to carry out subsequent audits and certification renewals at your discretion.

(b) **Cyber Essentials Plus:**

- (i) in addition to the services set out above for Cyber Security Essentials, we will arrange for an independent assessment by a third-party licensed auditor (who will be a Third-Party Provider) on your behalf.

### 4. Third-Party Providers and other third parties

4.1 Our Cyber Security Services are supplied by Third-Party Providers and may be subject to additional terms and conditions as may apply to the services of such Third-Party Providers. You agree to comply with any terms and conditions, acceptable use policy, and any other documentation of a Third-Party Provider (**Third-Party Provider Documents**) which apply to the services provided by a Third-Party Provider as part of the Cyber Security Services. You also acknowledge and accept that the Third-Party Provider Documents may contain exclusions and restrictions that apply to the Cyber Security Services.

4.2 The Cyber Security Services are provided on an "as is" basis and if you do not accept any applicable Third-Party Provider Documents, then we may not be able to provide the Cyber Security Services to you.

4.3 We reserve the right to amend these Cyber Security Terms at any time to include specific terms required by a Third-Party Provider.

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

4.5 Flotek shall coordinate and manage any Third-Party Providers but shall not be responsible or have liability for any maintenance and support of software, hardware, equipment, utilities and/or facilities provided and maintained by Third-Party Providers.

4.6 Flotek shall use reasonable endeavours to cooperate with any person who provides software or hardware, utilities or facilities to you provided that Flotek shall have no obligations or liabilities in connection with the use, capability, availability or operation of such software, hardware, utilities or facilities responsibility for which shall remain with the supplier of the same.

## 5. Disclaimer

5.1 You understand and accept that:

- (a) you are solely and exclusively responsible for cyber security and protection in your business, including the protection of all of your systems, networks and infrastructure and for implementing appropriate processes within your business to protect it from any cyber or digital attacks or any other untoward cyber activity. Our Cyber Security Services are intended only to assist you in your cyber security and protection practices and to provide you with potential tools or resources which will support you in protecting your business. We (or any Third-Party Providers) assume no responsibility for the protection of your business from cyber-attacks and other such issues;
- (b) where we (or a Third-Party Provider) provide you with certifications, reports or other documents in the provision of the Cyber Security Services which relate to your cyber security practices, these are relied upon at your risk, are indicative only and not intended to be conclusive. We (and our Third-Party Providers) take no responsibility for the contents of such reports or documents, or for your use or reliance on them, and we make no warranties as to the accuracy or completeness of information set out in such documents. Where any documentation provides suggestions or recommendations to you, how you proceed is your own decision based on an assessment of whether such suggestions are appropriate and we (or our Third-Party Providers) will have no liability for actions that you take or fail to take based on the documentation that we provide; and
- (c) we make no representation that our Cyber Security Services will prevent cyber security incidents. We (and our Third-Party Providers) shall not be liable for, or assume any responsibility in relation to, any cyber or digital attack on your business or any other threats, claims or other cyber security issues that you experience.

### Your Obligations

5.2 You are required to maintain full backups of all information, data and records maintained on your systems at any time. Flotek shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer data caused by any inability by you to maintain appropriate back-ups.

5.3 You will pay the Charges for the Cyber Security Services as specified in the Contract, which will be

payable as follows:

- (a) in relation to the monthly Charges, paid monthly in advance by direct debit, or such other method as specified in the Order Form, with the first payment date being the Services Commencement Date and then payable each month thereafter.

5.4 In relation to the use of the Cyber Security Services you agree to:

- (a) comply with the terms of these Cyber Security Terms, including any terms that relate to any particular third-party products and services (where applicable, as may be added from time to time);
- (b) Flotek reserving the right at any time to add to, modify, or delete part of all of the Third-Party Provider terms set out in these Cyber Security Special 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;
- (c) permit Flotek and its Third-Party Providers remote access to your System and any other systems, servers, networks or equipment as required which will include administrator-level password access and inform Flotek of any changes to passwords or other security devices to enable Flotek such access;
- (d) not use the Cyber Security Services or allow the Cyber Security Services to be used in connection with, any illegal or immoral activity or in breach or violation of any law, regulation or code that may apply to the Cyber Security Services and the Customer from time to time (including without limit any fraudulent activity).