

C-Nav® STANDARD TERMS AND CONDITIONS
(OI-CNAV-EMEA-001, Rev. Jul. 2021)

1. DEFINITIONS. For the purposes of this Agreement, the following definitions shall apply:
 - a) “Affiliate” shall mean, with respect to a company, any other entity directly or indirectly controlled by, controlling, or under common control with, such company.
 - b) “Agreement” shall mean the purchase order or the CUSTOMER’s acceptance of a quotation from the CONTRACTOR, together with these terms and conditions and all appendices and documents referred to therein.
 - c) “Area of Operations” shall mean the geographical area agreed to between Customer and CONTRACTOR where Customer may utilize the Products.
 - d) “Claims” shall mean and include claims, demands, damages, suits, judgments, costs (including attorney’s fees) and causes of action of any kind brought or made against the Parties or by either Party against the other Party.
 - e) “CONTRACTOR” shall mean the CONTRACTOR entity providing the Products as specified in the Agreement.
 - f) “CONTRACTOR Group” shall mean and include, individually or in any combination, the CONTRACTOR, its Affiliates, partners, co-venturers, owners, co-owners, subcontractors (of any tier), and all their respective directors, officers, employees, authorized agents and underwriters.
 - g) “CUSTOMER” shall mean the CUSTOMER entity as specified in Article 1 (“General”) of the form of Agreement.
 - h) “CUSTOMER Group” shall mean and include, individually or in any combination, the CUSTOMER, its affiliates, it’s client(s), partners, co-venturers, co-owners, co-lessees, contractors (other than CONTRACTOR), subcontractors of any tier, and all their respective directors, officers, employees, authorized agents and underwriters.
 - i) “End User” shall mean the ultimate user of the Products.
 - j) “Hardware” means any and all equipment, including but not limited to receivers, monitors, cables and connectors, aerials, computers and peripheral equipment, and associated software (imbedded or not), necessary to receive and utilize the Signal purchased by CUSTOMER from CONTRACTOR.
 - k) “Party” shall mean either CUSTOMER or CONTRACTOR and “Parties” shall mean both.
 - l) “Products” means C-Nav Hardware and Signal services;
 - m) “Purchase” means in relationship to Hardware, sale or acquisition; and in relationship to Signals means license or use for a specific duration and price.
 - n) “Rental Equipment” shall mean all Hardware which is to be hired to CUSTOMER under the Agreement.
 - o) “Signals” means the GNSS correction signals presently delivered to CUSTOMER via C-Nav Net-1 and/or Net-2 or other broadcast services;

2. PURCHASE AND RIGHT TO USE PRODUCTS. CONTRACTOR grants to CUSTOMER the right to use the Products in accordance with this Agreement. This Agreement only confers upon CUSTOMER the right to use the Products for its internal use in accordance with these terms and conditions. Nothing herein will constitute a transfer assignment or license of any proprietary property of CONTRACTOR or its suppliers to CUSTOMER or to any client or other recipient. CUSTOMER will not attempt to reverse engineer the Hardware or otherwise develop any product or service based in any way on the Products. CUSTOMER will not modify any Hardware without the prior express written consent of CONTRACTOR, which consent may be refused without reason. All trademarks in or related to the Products will remain the exclusive property of CONTRACTOR or its suppliers, provided that CUSTOMER may use those marks to promote the Products. The

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provisions of this Section will survive the termination of this Agreement. CUSTOMER shall have no right to distribute or sell the Products or to authorize others to do so.

3. TERM. The Term of this Agreement is as set forth in Article 1 (“General”) of the form of Agreement.
4. NO SIGNAL AFTER TERMINATION. CUSTOMER acknowledges that CONTRACTOR shall have no obligation to provide Signals beyond the expiration or termination of this Agreement.
5. END USER AGREEMENT. Prior to delivery of any product or services to an End User, CUSTOMER will document and maintain records subject to audit that the End User has accepted C-Nav's Standard terms and conditions in a format approved by CONTRACTOR. CUSTOMER shall immediately inform CONTRACTOR of any breach of any End User agreement and, at its own cost, give reasonable assistance to CONTRACTOR in investigating any such breach.
6. PAYMENT. CUSTOMER agrees that it will pay for all Products purchased upon date of invoice. CUSTOMER agrees that it will pay for all Signals during all periods of activation. CUSTOMER is responsible for notifying CONTRACTOR for activation/deactivation of the Signals.
7. Further, CUSTOMER shall provide CONTRACTOR with the cancellation code as generated by the receiver. The Agreement and invoicing under the Agreement shall continue until such time as CUSTOMER provides said cancellation code to CONTRACTOR and cancellation code is verified. CUSTOMER will be invoiced for all periods of Signal(s) activation. Payment is due in full within 30 days of date of invoice. In the event COMPANY does not pay correctly prepared, adequately supported and non-disputed invoices (in part or full) within 30-days of receipt, CONTRACTOR will issue a reminder notification to COMPANY. If COMPANY has still not paid such invoices within 10-days of receipt of such notification, CONTRACTOR has the right to cease provision of the Products, following discussion with COMPANY prior to doing so. CONTRACTOR shall recommence provision of the Products as soon as the due invoice(s) are paid. CONTRACTOR will not be liable for any delays and/or stoppages in the provision of the Products due to COMPANY's failure to pay invoices as set out herein. CONTRACTOR shall charge interest on all payments not received by the due date at the lesser of a rate of one and one-half percent (1.5%) per month or the maximum allowed by law from the day on which the payment became overdue until such payment is received. Such interest shall be invoiced to the CUSTOMER at monthly intervals. CONTRACTOR shall be entitled to collect legal fees and court costs to enforce any term of this agreement, including payment. CUSTOMER must advise CONTRACTOR of any disputed amounts within fourteen (14) days from receipt of invoice, failing which CUSTOMER waives the right to dispute the invoiced amount.
8. AREA OF OPERATIONS. CUSTOMER agrees that it may only operate the Products in the Area of Operations as defined in this Agreement. CONTRACTOR shall have the right at its own expense, to examine CUSTOMER's books, operational logs and records insofar as they concern the geographical usage of Signals for the purpose of verifying the utilization in Area of Operation.
9. AUDIT RIGHTS: Throughout the term of the Agreement and for a period of two (2) years after the termination of the Agreement, CONTRACTOR shall have the right to audit at all reasonable times. If any audit discloses a discrepancy of more than 5% of the amount paid to CONTRACTOR and the amount actually owed to CONTRACTOR, CUSTOMER will promptly pay the discrepancy, plus interest thereon at 1.5% per month from the date that such amount was originally due.
10. LIMITATION OF SIGNAL AVAILABILITY. Without limiting the generality of the above, the CUSTOMER acknowledges and agrees that CONTRACTOR's liability for providing Signals pursuant to this Agreement is limited to those elements within its control and, by way of illustration, expressly excludes:

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- a. Electronic and telecommunications provided to CONTRACTOR by third party vendors
 - b. The GNSS satellites, their command and control systems which are in the control of third parties
 - c. Communication satellites and associated Land Earth Stations and telecommunications provided to CONTRACTOR by third party vendors
 - d. Adverse solar radiation effects, meteor showers or other cosmic interference
 - e. Electromagnetic interference, deliberate or accidental, natural or man-made
 - f. Unforeseen events beyond the control of CONTRACTOR including but not limited natural catastrophes, civil disturbance or acts of God
 - g. The Federal Communications Commission adopting rules, policies or regulations, or legal changes to the Communications Act of 1934, or any other laws national or international which render CONTRACTOR's performance of its obligations under this Agreement invalid, illegal or unenforceable; and
 - h. The number of C-Nav broadcasting satellites and their locations are subject to change without notice.
11. LIMITED HARDWARE AND SERVICES WARRANTY. CONTRACTOR shall provide a limited warranty of the Hardware against defects in materials and workmanship for twelve (12) months from the date the Hardware is shipped to the CUSTOMER. This warranty is void if the Hardware is repaired, altered or modified in any way by anyone other than CONTRACTOR or an authorized CONTRACTOR service centre, or if the Hardware is improperly operated, maintained or stored (if installed by a party other than CONTRACTOR). If the Hardware fails to conform with the forgoing warranty, CONTRACTOR will repair or replace the Hardware as CUSTOMER's sole remedy for defective Hardware. All costs of transportation with respect to defective Hardware or service personnel are to CONTRACTOR's account. CONTRACTOR warrants that any technician services provided hereunder shall be performed with the care, diligence and skill of a reputable contractor experienced in the types of work to be carried out under the Agreement. CUSTOMER shall notify CONTRACTOR in writing as to any defect in technician services prior to the commencement of demobilisation of CONTRACTOR from the worksite. It is herein agreed and recognised that CONTRACTOR's liability shall be limited to non-payment for defective technician services. Should CUSTOMER fail to notify CONTRACTOR as to any defect within the time periods stated above, CONTRACTOR shall not be liable as a result thereof. CONTRACTOR HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES RELATING TO THE PERFORMANCE OF THE PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE. Subject to the foregoing, ALL CONDITIONS, WARRANTIES TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE HARDWARE ARE HEREBY EXCLUDED.
12. RENTAL EQUIPMENT. CUSTOMER shall be responsible for and shall release, indemnify, defend, and hold harmless CONTRACTOR Group from and against any claims, losses, damages, cost (including without limitation, legal costs), expenses, and liabilities in respect of: loss or damage to RENTAL EQUIPMENT (excepting for normal wear and tear) of CONTRACTOR Group while in the care, custody or control of CUSTOMER Group. In the event any part of the RENTAL EQUIPMENT is damaged or lost, the cost of the repair or replacement of the equipment will be at CUSTOMER's expense. Replacement Hardware shall be compatible with the original Hardware in all major aspects. However, CONTRACTOR makes no guarantees that defective Hardware will be replaced with identical equipment as such Hardware is subject to availability. Prior to delivery of any RENTAL EQUIPMENT to a third party (e.g. chartered vessel operator), CUSTOMER will document and maintain records subject to audit that the third party has accepted C-Nav's

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Standard terms and conditions in a format approved by CONTRACTOR. CUSTOMER shall immediately inform CONTRACTOR of any breach of any THIRD PARTY agreement and, at its own cost, give reasonable assistance to CONTRACTOR in investigating any such breach.

13. CUSTOMER INDEMNITY. Notwithstanding any other provision of the Agreement to the contrary and to the fullest extent allowable at law, the CUSTOMER shall be responsible for and shall indemnify, defend, and hold CONTRACTOR Group harmless from and against any and all claims arising or resulting from any of the following events during performance of this Agreement:
- A. INJURY, ILLNESS, OR DEATH OF ANYONE IN CUSTOMER GROUP REGARDLESS OF CAUSE, NEGLIGENCE, OR FAULT OF ANY PARTY, INCLUDING CONTRACTOR GROUP;
 - B. DAMAGE TO OR LOSS OF ANY PROPERTY OF CUSTOMER GROUP, REGARDLESS OF CAUSE, NEGLIGENCE, OR FAULT OF ANY PARTY, INCLUDING CONTRACTOR GROUP;
 - C. ANY POLLUTION EMANATING FROM CUSTOMER GROUP'S EQUIPMENT OR OTHER PROPERTY, REGARDLESS OF CAUSE, NEGLIGENCE, OR FAULT OF ANY PARTY, INCLUDING CONTRACTOR GROUP;
 - D. BY ANY THIRD PARTY AS A RESULT OF ANY STATEMENT OR REPRESENTATION MADE BY CUSTOMER REGARDING THE PRODUCTS, OTHER THAN AS SET FORTH IN CONTRACTOR'S OR ITS SUPPLIERS DOCUMENTATION OR AS AUTHORIZED IN WRITING BY CONTRACTOR; AND

AND WAIVE AND RELEASE ANY CLAIM CUSTOMER GROUP MAY HAVE FOR SPECIAL, INDIRECT, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, HOWEVER AND WHENEVER ARISING UNDER THIS AGREEMENT OR AS A RESULT OF OR IN CONNECTION WITH THE PROVISION OF PRODUCTS, AND WHETHER BASED ON NEGLIGENCE, UNSEAWORTHINESS, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE. "CONSEQUENTIAL DAMAGES" shall include but not be limited to, loss of revenue, business interruptions, loss of profit or loss of use of capital, production delays, loss of product, reservoir loss or damage, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities or vessels, and any third party costs and claims, irrespective of whether any or all of the foregoing were foreseeable at the effective date of the Agreement.

14. INFRINGEMENT INDEMNITY. CONTRACTOR will indemnify, defend, and hold CUSTOMER harmless from and against any claims or judgments that the Products provided by CONTRACTOR infringe a valid patent, copyright, or trade secret of a third party, provided that CUSTOMER promptly notifies CONTRACTOR of any such claim and gives CONTRACTOR sole authority to defend or settle such claim. This indemnity will not apply to any claimed infringement resulting from the combination of the Products with any product not supplied by CONTRACTOR or any unauthorised alteration, modification or adjustment to the Hardware without the prior written consent of CONTRACTOR.
15. CONTRACTOR LIMITATION OF LIABILITY. Any liabilities or obligations CONTRACTOR may have under this Agreement shall apply only to CUSTOMER, and CONTRACTOR shall not under any circumstances have any liability or obligation to any party other than the CUSTOMER with regard to any matters arising out of this Agreement or the provision of Products by CONTRACTOR to CUSTOMER. CONTRACTOR shall not be liable to the CUSTOMER for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of the this Agreement other than those representations, agreements, statements and undertakings confirmed by a duly authorized representative of CONTRACTOR in writing or expressly incorporated or referred to in this Agreement. CONTRACTOR's liability arising out of or related to this Agreement shall be limited to suspension of payment of the applicable rates that have been agreed under this Agreement. THE LIMIT OF LIABILITY UNDER

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THIS AGREEMENT SHALL EXCLUDE OR LIMIT SUCH LIABILITY NOT ONLY IN CONTRACT BUT ALSO IN TORT OR OTHERWISE AT LAW. THIS PROVISION SHALL APPLY NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT AND SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING THE NEGLIGENCE OR BREACH OF DUTY (WHETHER STATUTORY OR OTHERWISE) OF CONTRACTOR.

16. **TERMINATION.** Either Party may, at its option, terminate this Agreement upon 30 days written notice to the other Party. Further CONTRACTOR may, at its option, terminate this Agreement if CUSTOMER violates any term or condition of this Agreement and fails to cure such breach (if it is curable) within seven (7) days after receiving an advanced written notice from CONTRACTOR.
17. **CONFIDENTIALITY.** CUSTOMER may be granted access to trade secrets or other information that is confidential and proprietary to CONTRACTOR, its suppliers or other third parties. Such information includes but is not limited to product designs, methods and processes, know-how, business or marketing strategies, product plans, plans for research and development, development tools, financial information, production costs and information, and supplier and client lists and information. CUSTOMER will not at any time during or after termination or expiration of this Agreement, directly or indirectly, divulge, use or permit the use of any confidential or proprietary information, except as required in the course of this Agreement. Upon termination or expiration of this Agreement, CUSTOMER will immediately return to CONTRACTOR all materials generated by CUSTOMER or provided to CUSTOMER by CONTRACTOR or used by CUSTOMER in connection with this Agreement, including all copies or notes relating to the products, in CUSTOMER's possession or under CUSTOMER's control. The obligations of this Section will survive the termination of this Agreement. CUSTOMER acknowledges and agrees that the Products and all related copyrights, confidential information, know-how, and trade secrets are and will remain the exclusive property of CONTRACTOR or its suppliers.
18. **GOVERNING LAW & DISPUTE RESOLUTION.** This Service Agreement shall be governed by and constructed in accordance with the English law. In the event that the parties are unable to resolve amicably any dispute relating to Contract, such dispute shall be settled exclusively and finally by arbitration in accordance with the 'LCIA' rules. Such arbitration proceedings shall be held in the English language. The arbitral award shall be final and binding upon the Parties.
19. The seat of the Arbitration shall be London, UK and the Procedural Laws of England shall apply. There shall be three Arbitrators one chosen by each party and the third chosen by the first two; failing agreement within seven days of referral the third Arbitrator shall be appointed by the LCIA. Costs both of and in the Arbitration shall be apportioned in line with the award.
20. With exception of disputes relating to the payment of invoices, both COMPANY and CONTRACTOR shall proceed with the performance and provision of the Signals and Hardware (as applicable) and both CONTRACTOR and COMPANY shall comply with all the provisions of the CONTRACT whilst any matter or matters are in dispute.
21. **EXPORT REGULATIONS & ANTI-BOYCOTT:** The CUSTOMER acknowledges that the Products provided under this Agreement may be subject to export and foreign trade control laws and regulations including those of the United States without limitation, the U.S. Commerce Department's Export Administration Regulations (EAR), the State Department's International Traffic in Arms Regulation (ITAR) and the regulations of the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) or similar regulations applicable to CONTRACTOR in other jurisdictions, that potentially restrict or impose prior licensing requirements for the transfer or disclosure of Products to other parties, which are hereby incorporated by reference as appropriate. CUSTOMER affirms its employees, agents and affiliates abide by anti-bribery laws in the countries in which it does business including laws promulgated under the Organization for

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Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials, the UN Convention Against Corruption and the U.S. Foreign Corrupt Practices Act ("FCPA").

22. Notwithstanding any other provision to the contrary, the CONTRACTOR agrees to comply with all applicable laws and regulations except to the extent that such compliance is penalised by U.S. law. Further, the CONTRACTOR shall not be liable to indemnify the COMPANY for any non-compliance that results from CONTRACTOR's failure to comply with laws where such compliance would be penalised by U.S. law.
23. GENERAL PROVISIONS. This Agreement constitutes the sole record of the Agreement between CONTRACTOR and CUSTOMER with regard to the subject matter hereof. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. No addition to, variation of, or agreed cancellation of this Agreement shall be of any force or effect, unless in writing and signed by the parties. No relaxation or indulgence which any party may grant to any other shall constitute a waiver of rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.
24. ASSIGNMENT: CONTRACTOR may assign this Agreement or any part of it or any benefit or interest in or under it to any Affiliate of CONTRACTOR by giving notice to the CUSTOMER.