

SALES AGREEMENT

C-Nav™ STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** For the purposes of this Sales Agreement (hereinafter referred to as the “Agreement”), the following definitions shall apply:
 - a) “Area of Operations” shall mean the geographical area agreed to between Customer and Provider where Customer may utilize the Products.
 - b) “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.
 - c) “Customer” shall mean the individual or entity entering into this Agreement and/or issuing a request for service from Provider.
 - d) “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 Provider), subcontractors of any tier, and all their respective directors, officers, employees, authorized agents and underwriters.
 - e) “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 Provider.
 - f) “Party” shall mean either Customer or Provider, and “Parties” shall mean both.
 - g) “Products” means C-Nav Hardware and Signal services;
 - h) “Provider” shall mean Oceaneering International, Inc. or any of its applicable affiliates.
 - i) “Provider Group” shall mean and include, individually or in any combination, Provider, its affiliates, partners, co-venturers, owners, co-owners, subcontractors (of any tier), and all their respective directors, officers, employees, authorized agents and underwriters.
 - j) “Purchase” means in relationship to Hardware, sale or acquisition for a price; and in relationship to Signals means license or use for a specific duration and price.
 - k) “Signals” means the Global Navigation Satellite System (GNSS) correction signals delivered to Customer via C-Nav Net1 and/or Net2 or other broadcast services;
2. **PURCHASE AND RIGHT TO USE PRODUCTS.** Provider hereby 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 Provider or its suppliers to Customer or to any client or other recipient. Customer shall not attempt to reverse engineer the Hardware or otherwise develop any product or service based in any way on the Products. Customer shall not modify any Hardware without the prior express written consent of Provider, which consent may be refused without reason. All trademarks in or related to the Products will remain the exclusive property of Provider or its suppliers, provided that Customer may use those marks to promote the Products. The 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 Sales Agreement shall begin on the earlier of (i) the date first agreed to between the Parties through either the online access portal or through signature of both Parties, or (ii) the date of first use of Signals, and shall remain valid and in force until terminated by either Party as set forth herein.
4. **NO SIGNAL AFTER TERMINATION.** Customer acknowledges that Provider shall have no obligation to provide Signals beyond the expiration or termination of this Agreement.
5. **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 Provider for activation/deactivation of the Signals. Further, Customer shall provide Provider 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 Provider 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. Provider 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. Provider shall be entitled to collect legal fees and court costs to enforce any term of this agreement, including payment. Customer must advise Provider of any disputed amounts

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within fourteen (14) days from receipt of invoice, failing which Customer waives the right to dispute the invoiced amount.

6. **AREA OF OPERATIONS.** Customer agrees that it may only operate the Products in the Area of Operation as defined in this Agreement. Provider 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.
7. **AUDIT RIGHTS:** Throughout the term of the Agreement and for a period of two (2) years after the termination of the Agreement, Provider 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 Provider and the amount actually owed to Provider, Customer will promptly pay the discrepancy, plus interest thereon at 1.5% per month from the date that such amount was originally due.
8. **LIMITATION OF SIGNAL AVAILABILITY.** Without limiting the generality of the above, the Customer acknowledges and agrees that Provider's liability for providing Signals pursuant to this Agreement is limited to those elements within its control and, by way of illustration, expressly excludes:
 - a. Electronic and telecommunications provided to Provider 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 Provider 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 Provider 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 Provider'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.
9. **LIMITED HARDWARE AND SERVICES WARRANTY.** Provider shall provide a limited warranty of the Hardware against defects in materials and workmanship for one (1) year from the date of purchase. This warranty is void if the Hardware is repaired, altered, or modified in any way by anyone other than Provider or an authorized Provider service centre, or if the Hardware is improperly operated, maintained or stored (if installed by a party other than Provider). If the Hardware fails to conform with the forgoing warranty, Provider will repair or replace the Hardware as Customer's sole remedy for defect. All costs of transportation with respect to defective Hardware or service personnel are to Customer's account. Provider 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 Provider in writing as to any defect in technician services prior to the commencement of demobilization of Provider from the worksite. It is herein agreed and recognized that Provider's liability shall be limited to non-payment for defective technician services. Should Customer fail to notify Provider as to any defect within the time stated above, Provider shall not be liable as a result thereof. **PROVIDER DOES NOT WARRANT AND 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" WHICH ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT.** Customer will not warrant or represent anything more to prospective clients than the warranty set forth above. Subject to the foregoing, **ALL CONDITIONS, WARRANTIES TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN RESPECT OF THE HARDWARE ARE HEREBY EXCLUDED.**

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10. **CUSTOMER INDEMNITY.** CUSTOMER SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND, AND HOLD PROVIDER 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 PROVIDER GROUP;
 - B. DAMAGE TO OR LOSS OF ANY PROPERTY OF CUSTOMER GROUP, REGARDLESS OF CAUSE, NEGLIGENCE, OR FAULT OF ANY PARTY, INCLUDING PROVIDER GROUP;
 - C. ANY POLLUTION EMANATING FROM CUSTOMER GROUP'S EQUIPMENT OR OTHER PROPERTY, REGARDLESS OF CAUSE, NEGLIGENCE, OR FAULT OF ANY PARTY, INCLUDING PROVIDER 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 PROVIDER'S OR ITS SUPPLIERS DOCUMENTATION OR AS AUTHORIZED IN WRITING BY PROVIDER; AND
 - E. 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 WORK, 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.
11. **INFRINGEMENT INDEMNITY.** Provider shall indemnify, defend, and hold Customer harmless from and against any claims or judgments that the Products provided by Provider infringe a valid patent, copyright, or trade secret of a third party, provided that Customer promptly notifies Provider of any such claim and gives Provider 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 Provider or any unauthorized alteration, modification or adjustment to the Hardware without the prior written consent of Provider.
12. **PROVIDER LIMITATION OF LIABILITY.** Any liabilities or obligations Provider may have under this Agreement shall apply only to Customer, and Provider 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 Provider to Customer. Provider 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 Provider in writing or expressly incorporated or referred to in this Agreement. Provider'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 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 PROVIDER.**
13. **TERMINATION.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Further Provider may, at its option, terminate this Agreement upon thirty (30) days written notice to Customer if Customer violates any term or condition of this Agreement and fails to cure such breach (if it is curable) within seven (7) days.
14. **CONFIDENTIALITY.** Customer may be granted access to trade secrets or other information that is confidential and proprietary to Provider, 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

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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 Provider all materials generated by Customer or provided to Customer by Provider 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 Provider or its suppliers.

15. **GOVERNING LAW.** This Agreement will be governed by and construed in accord with the internal laws of the State of Texas, USA, except for any such law which would direct the application of the law of a different jurisdiction. 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), 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 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").
16. **GENERAL PROVISIONS.** This Agreement constitutes the sole record of the Agreement between Provider 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 both 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.