**Applied Satellite Technology Ltd**
Satellite House, Bessemer Way,
Harfrey's Industrial Estate,
Great Yarmouth NR31 0LX

**ast-networks.com**

# Marine Electronics Service Maintenance Agreement.

## Statement of Work [Contract No. [ insert ]]

| | |
|---|---|
| Company: Applied Satellite Technology Ltd ("**AST**"):<br>Address: Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, NR31 0LX, UK<br>Account Manager: <insert persons name><br>E-mail: <insert AST POC e-mail> | Customer: <insert Customer name><br>Represented by: <insert persons name><br>Address: <insert address><br>Email: insert e-mail |

Background: AST and its group companies provide a range of connectivity and technology solutions around the world. The Customer wishes to appoint AST to provide Professional Services in accordance with this Statement of Work.

Contract Documents: This Contract comprises: (a) this Statement of Work and its Annexures; and (b) the AST Networks Master Purchase Agreement "MPA" (August 2024), also available at the following link: https://ast-networks.com/terms-and-conditions. In particular Schedule 5 (Professional Services). This Contract shall be effective when signed by the Customer and countersigned by AST.
If there is any conflict between any of the constituent documents of this Contract, the conflict shall be resolved in accordance with the following order of precedence (with the higher document in the list taking priority over the document listed lower in the list): (i) Any order form or formal offer to sell or purchase, (ii) This Statement of Work, (iii) the MPA.

Service Commencement Date: May 1st 2025.

Initial Term: 36 months

Renewal Periods: This Contract includes an option to extend the Contract for periods of up to 12 months each, subject to performance and pricing reviews.

Pricing: Refer to Annex A.

Payment Terms: 30 days from date of invoice. AST will invoice quarterly in advance. Currency is $ USD. Unless otherwise stated all sums payable to the Company by the Customer are exclusive of value added tax.

Annex A: Pricing and Vessels included

Annex B: Scope of Work

Annex C: Equipment List

| | | |
|---|---|---|
| Signed for and on behalf of AST: | Signature:<br>Name:<br>Title:<br>Email: | Date: |
| Signed for and on behalf of customer: | Signature:<br>Name:<br>Title:<br>Email: | Date: |



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**Registered No:** 2153172 England **VAT Registration No:** GB 720 1086 83 **EORI No**: GB720108683000 **Certified to:** ISO 9001 & ISO 14001

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## 1. Definitions

"**Customer**" means the company acting exclusively as managers and agents for vessels listed in any specific Service Maintenance Agreement between Company and Customer;

"**Company**" means Applied Satellite Technology Ltd (Trading as AST Networks), whose registered office is at Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, NR31 0LX, UK;

**"Initial Term"** means the duration stated in the Service Maintenance Agreement;

"**Vessel**" means those vessels owned, operated or managed by the Customer and/or its affiliates as shown in any specific Service Maintenance Agreement between Company and Customer;

"**Equipment**" means only the items of electronic equipment installed onboard the vessels as listed in any specific Service Maintenance Agreement between Company and Customer, which may or may not have been supplied by the Company;

**"Equipment Form"** means a list of all Equipment and its operational status to be completed by Customer and sent to Company prior to the commencement of a Service Maintenance Agreement between Company and Customer;

"**Maintenance Fee(s)**" means the charges for the service as shown in any specific Service Maintenance Agreement between Company and Customer;

"**OEM**" means Original Equipment Manufacturer;

**"Service Maintenance Agreement"** means the Agreement between the Customer and the Company to service and maintain specified equipment on specific vessels subject to the contents of the scope contained in these terms.

## 2. Description of Services:

The scope of work for the Customer is to provide effective proactive maintenance to avoid unexpected failure of equipment, unnecessary attendances, spares and service costs. By performing regular health checks (physical and remote attendances) of the bridge equipment, equipment upgrades, retrofits and unplanned repairs can be avoided, or defined and executed in the most cost-efficient way, as further detailed below.

Survey performed by the Company will include the following benefits

- Planned service visits to carry out radio surveys,
- Preferential rates for
    - Sub-contractor services, if required.
    - Labour
    - Spares, if required.
    - Equipment and systems.
    - Airtime, if required.



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- Obsolescence advice, if required.
- Regulatory updates and notices from manufacturers

The equipment covered by this Contract is shown any specific Service Maintenance Agreement between Company and Customer. Each Vessel will be asked to complete an Equipment Form, which identifies Equipment as fully operational, in need of repair prior to the start of the Contract or under warranty with a 3rd party. Additionally, each vessel will be asked to provide copies of last annual surveys (GMDSS; Gyro and VDR) and / or service reports regarding the equipment subject to this Contract.

The attending technicians shall be certified by the relevant OEM and classification society to undertake the work included in this Contract.

The Company and Customer shall jointly endeavour to schedule all maintenance activities as much as possible during normal working hours (Monday – Friday 09:00 – 17:00 excluding UK public holidays).

## 3. Contracting Methodology:

Company's receipt of a signed Contract from Customer will determine the Commencement Date for the service period of the Initial Term. Thereafter there will be an option for Customer to extend the service period for successive periods of twelve (12) months, subject to pricing reviews.

After the contract has been signed,

(i) Each vessel will be asked to complete an Equipment Form, which identifies equipment as fully operational, in need of repair prior to the start of the Contract or under warranty with a 3rd party. Additionally, each vessel will be asked to provide copies of last annual surveys (GMDSS; Gyro and VDR) and / or service reports regarding the equipment subject to this Contract.

(ii) As a result of this Equipment Form, an analysis of the status of the respective bridge equipment, including a life expectancy and possible repairs during the contractual period, will be submitted to the customer.

(iii) Added to the overview of the physical condition of the equipment, recommendations from the respective OEMs for advised changes will be included in the report.

(iv) The Company will also plan and budget the expected installation and repair works on the listed recommendations.

The Company shall be in responsible for determining the time and location for delivery of the services included in this Contract, as long as they are completed within the survey window as specified by the vessel's classification society. In case the services must be executed by a 3rd party, the Customer will be consulted for approval.



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The Company shall, at the Customer's request, arrange quotations for additional equipment and services not included within this Contract. The Company requires that all products and services purchased after quotation require a written purchase order to be issued to the Company before any work can commence.

Vessels may always be added to the Contract at any time following the acceptance of the Maintenance Fee quoted for such vessels to the Customer by the Company. Such addition will be documented by an addendum to the Agreement, including the new Vessel details. The Maintenance Fee for the added Vessel(s) will be charged pro rata.

## 4. Invoicing Milestones:

- Maintenance Fees will be invoiced quarterly in advance. Payment terms are 30 days from date of invoice.
- New equipment required by the Customer will be quoted on a case by case basis. Payment terms are 30 days from date of invoice.
- Mileage, overtime, travel & subsistence, and any other charges will be invoiced at month end. Payment terms are thirty (30) days from date of invoice.

## 5. Reporting Activities

Regular operational review meetings will be held (notionally on a quarterly basis) with the frequency and content to be agreed between Customer and Company as required).

The operational review meetings will include:

- Actual or potential issues that could affect survey dates, delivery dates of equipment, or other certification challenges.
- Status of corrective actions, non-conformities and outstanding queries or issues.
- Status of enquiries, technical queries or troubleshooting activities, and estimated close out timeframes and actions.
- Quality issues identified or anticipated.
- Invoice queries.
- Commercial aspects of the programme.
- New opportunities and requirements.

The Company shall maintain ISO9001:2015 accreditation for the duration of this Contract to be able to demonstrate compliance with best practises.

In line with the operational review meeting frequency, the Company will provide a statistical analysis providing Key Performance Indicators (KPI's) on the performance of the Contract such as first-time-fix ratio as well as Equipment reliability and maintenance costs. The specific content shall be mutually agreed during operational reviews with the Customer.



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The Company shall make best efforts to investigate and seek resolution for any issues identified in the operational review meetings within sixty (60) days. However, the inability to fully resolve an issue within this timeframe shall not constitute a breach of contract, provided that the Company continues to engage in good faith efforts to achieve a mutually agreeable resolution.

The Company will issue an annual technical recommendation identifying outdated, obsolete or soon to be obsolete Equipment onboard the Customer's vessels and will include proposals to replace the Equipment. The decision and responsibility to accept (or not) the recommendations is solely the Customer's.

## 6. Processing of Personal Data:

For the purposes of data protection legislation, the Company is the data processor of any personal data processed in connection with this Contract.

The type and nature of personal data that will be processed by Company and the legitimate purpose for that processing will be personal contact details of people associated with this project – including Customer and their end customer staff. This personal data may only be used between the parties in the course of legitimate business discussions and operations.

The personal data processed under this Contract includes, but is not limited to, the following types of data:

- Names.
- E-mail addresses.
- Work telephone numbers.
- Work addresses.

## 7. Intellectual Property:

All pre-existing intellectual property rights comprised in the services provided shall be and remain the property of the Company. Enhancements and development of Company's intellectual property that are not funded by Customer will be the property of Company.

Customer shall have the right to use any intellectual property rights belonging to Company, the OEM, or network operators that is required for the delivery of the services contained in this Contract.

Company grants Customer a royalty free, non-exclusive license to such intellectual property rights for the term of this Contract.



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## 8. Warranty Period:

For any Equipment supplied by the Company, the benefits of any warranties it supplies from the OEM or third party distributor ("Warranty") will be passed on to the Customer by the Company, to the extent it is permitted to do so. Company provides no other warranty in respect of the Products, except as otherwise notified in writing by Company when a Contract is entered into.

## 9. Training

No training is provided by Company to Customer under Service Maintenance Agreement unless specifically stated.

## 10. Health and Safety

The Customer shall ensure that all reasonable and necessary health and safety provisions are in place at all times while Company personnel are on board the vessel to carry out services. This includes, but is not limited to, compliance with all applicable health and safety laws, regulations, and industry best practices. The Customer will ensure that all work necessary for the Company to perform the duties of the Contract will be enabled by the ships' crew, such as preparation of site in the event that deckheads or bulkheads need to be removed or staging needs to be rigged to access Equipment.

The Customer shall provide a safe working environment, including access to properly maintained equipment, emergency procedures, and any required personal protective equipment. The Customer shall also inform Company personnel of any known hazards or safety risks associated with the vessel or its operations. The Customer must notify the Company about any company policies applicable before the commencement of the Contract.

If at any time Company reasonably determines that the working environment is unsafe, Company reserves the right to suspend or delay services until such hazards are remedied to a satisfactory standard. Any resulting delays or costs shall be the responsibility of the Customer.

## 11. Limitation of Liability

Neither the Company nor its agents shall be liable for any indirect, or consequential damages or losses sustained by the Customer or parties acting on behalf of the Customer resulting from any activity under this Contract.

The Company's liability for any act of default shall be limited to the Maintenance Fee for the individual task. However, the Company shall not be liable for any loss, damage, or system failure arising from actions taken at the direction of the Customer, third-party interventions, or pre-existing Equipment faults. In the event that any damage results from incorrect installation, servicing, or maintenance by the Company, the Company's liability shall be limited to the cost of rectification or replacement of the affected Equipment, provided that such liability does not exceed the total Maintenance Fees paid by the Customer under this Contract in the preceding twelve (12) months for the specific Vessel on which the act of default has occurred.



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## 12. Force Majeure

Neither party is liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, lightning or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, blocks as result of government rules (e.g. lockdown), lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Contract in such circumstances.

## 13. Points of Contact

The Company points of contact for Customer in case of queries are as follows:

| Title | Contact Details | Activities examples |
|---|---|---|
| Service Coordinator | emea.marine-electronics@ast-networks.com | Booking service appointments and surveys. |
| Global Customer Technical Support | Global Customer Technical Support<br>+44(0) 1493 441485<br>globalcustomersupport@ast-networks.com<br>www.ast-networks.com/supporthub | Post-sale technical issues associated with either hardware or services. |
| Billing Support | billing@ast-networks.com | Post-activation invoice queries or issues |

The Customer shall provide a single point of contact to the Company for the Customer's vessels and superintendents either via email or telephone. The Customer shall also provide a point of contact for escalation and contractual discussions.

The Customer shall provide a 24/7 contact telephone number for emergency situations outside of standard office hours.

## 14. Technical Support

For any Company provided Equipment or services, Company shall provide tier 1 and 2 technical support via UK based in-house Global Customer Technical Support teams (GCTS), which are available on a 24/7/365 basis, accessible by phone/ /live chat/WhatsApp/e-mail with remote trouble shooting capabilities via TeamViewer and access to the network NOC (Networks Operations Centre).

| | |
|---|---|
| Email | globalcustomersupport@ast-networks.com |
| Telephone | +44(0) 1493 441485 |



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| | |
|---|---|
| Website | www.ast-networks.com/supporthub |

Company categorises defects according to their severity and the impact on Customer business operations. Upon Customer becoming aware of an issue for which Customer requires Company support, Company requires that appropriately trained Customer personnel go through basic troubleshooting to check for obvious defects which may be able to be rectified locally before contacting Company GCTS and initiating the opening of a trouble ticket. If the defect cannot be corrected locally, and the Customer is unable to remedy the issue, Customer will contact Company GCTS to report the issue.

Defects will be classified in accordance with the classifications set out below:

| **Priority** | **Initial Response Time** | **Updates Interval** | **Escalation Level (See support & escalation matrix below – Table 2)** | **Target Restoration Time** |
|---|---|---|---|---|
| P1 | 30 minutes | At least every 2 hours | 2,3,4 & 5 | Within 2 business days upon receiving the call |
| P2 | 1 hour | At least every 4 hours | 2,3,& 4 | Within 4 business days upon receiving the call |
| P3 | 2 hours | At least every 8 hours | 2 & 3 | Within 10 business days upon receiving the call |
| P4 | 4 hours | At least every 24 hours | 2 | Within 14 business days upon receiving the call |

Priority Definitions and Notifications

P1 - Critical
The problem results in extremely serious interruptions to Customer's service or could affect the entire user community. Tasks that should be executed immediately cannot be executed due to failure of the service. Data integrity is compromised. The service request requires immediate processing, as the problem can result in financial losses.
Service tickets in this state will be notified to the Customer's Account Manager, and Company Regional VP, Head of Technical Services and Head of Global Customer Technical Support. Ticket status updates will be received every 2 hours.

P2 - Urgent
The problem results in serious interruptions to normal Customer operations, or the issue will negatively impact an enterprise-wide solution/service. Important tasks cannot be performed but the issue does not impair essential operations. Data integrity may be at risk. The service request requires timely processing, as the malfunction could cause serious interruptions to critical processes or negatively impact business decisions.
Service tickets in this state will be notified to the Customer's Account Manager and Company Head of Global Customer Technical Support. Ticket status updates will be received every 4 hours.

P3 - Important
The problem causes intermittent interruptions in normal Customer operations. It does not prevent operation of a service/solution, or there is minor degradation in performance. The error is attributed to malfunctioning or incorrect behaviour of the service/solution. The issue will impact a trial or POC, for example.



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Service tickets in this state will be notified to the Customer's Account Manager and Company Global Customer Technical Support Team Leader. Ticket status updates will be received every 8 hours.

P4 – Standard
Enquires not affecting service/solution. Administration or report request tasks. Services impacted by degradation of a service on a Global or Regional Scale but not to a level that normal Customer operations cannot be completed.
No notifications will be automatically sent to Customer specifically other than providing e-mail updates to the wider customer base.

Prerequisite – To enable Company to deliver support services remotely, a remote connection is a prerequisite. The remote connection will be established with a VPN tool (FortiClient VPN or any approved VPN). If due to reasons beyond the reasonable control of Company the remote connection could not be established as required, the "stop-the-clock" rule applies. This means the commitments regarding incident restoration and resolution time as specified will be extended accordingly to the duration of remote connection unavailability.

Support Escalation

When an issue is reported, it is logged given a unique ticket number and then assigned to a technician. Company GCTS technical support personnel update all tickets on a regular basis and will contact the Customer as necessary to get more information or to jointly test issues with customer personnel if appropriate. If required during the course of resolving an issue, Company initiates internal notification escalation procedures at predefined times along the resolution route. These procedures are intended to alert progressively more senior levels of Company management and to involve them in the resolution process when necessary. An escalation and status report will not necessarily be triggered if a clear route to the next stage of resolution is evident. The appropriate Company Account Manager and Customer contact will be briefed on the defect status.

| Level | Contact Details | Escalation Time |
|---|---|---|
| 1 | Global Customer Technical Support<br>+44(0) 1493 441485<br>globalcustomersupport@ast-networks.com<br>www.ast-networks.com/supporthub | |
| 2 | Team Leader – Global Customer Technical Support | 2hr |
| 3 | Head of Global Customer Support & Service Delivery | 4hr |
| 4 | Head of Group Technical Services | 8hr |
| 5 | Head of Group Service Delivery | 24hr |

## 15. Term & Termination

This Contract shall commence on the Commencement Date and shall continue in effect for the Initial Term, unless terminated as below.

Three (3) months before the conclusion of the Initial Term, the Customer and the Company will discuss the extension of the contract. By mutual agreement the Customer and Company may elect to extend the term of the Contract on the same or revised terms for twelve (12) month periods.



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This Contract may be terminated during the Initial Term with immediate effect:

- By the Company if the Customer fails to pay any charges due in line with payment terms,
- By either party if the other commits any material breach of any term of this Contract which is not rectified within thirty (30) days of having been notified.
- If either party files for administration, convene a meeting of its creditors or declare insolvency.

The Contract covering individual vessels can be terminated, by giving sixty (60) days' notice of that vessel if:

- It has been sold by the Customer at arm's length, or
- The owner has withdrawn the technical management of the vessel from the Customer, or
- It is a total loss, or
- The owner of the vessel is made insolvent or seeks a voluntary arrangement.
- If the Contract for an individual vessel is terminated as above, the Customer shall remain obligated to settle all outstanding invoices and pay an early termination fee equivalent to 25% of the remainder of the Agreement value for those vessels (i.e. monthly fee x remaining months left in the contract x 0.25)

Termination for any other reason, or for convenience, by the Customer is permitted but attracts an early termination fee equivalent to the remainder of the value of the Initial Term (i.e. Maintenance Fee x remaining months left in the Agreement).

Vessels must stay under contract for a minimum of twenty four (24) months period after a gyro sphere/sensitive element replacement, after which time the Customer is permitted to terminate the Maintenance Fee covering individual vessels without penalty upon giving sixty (60) days' notice (Subject to the Initial Term also having been met). Failure to do so will result in an early termination fee equivalent to the remainder of the Service Maintenance Agreement value for those vessels (i.e. Maintenance Fee x number of months remaining from the 24 month minimum, or Initial Term, whichever is greater).

## 16. Notices

Customer shall provide a physical and e-mail address to which notices shall be sent. In case of hardcopy documentation, a tracked courier/shipping service shall be used.

**Company**

By mail: Attn: Legal Department, AST Networks, Satellite House, Bessemer Way, Harfrey's Industrial Estate, Great Yarmouth, NR31 0LX, UK.

By email: GRC@ast-networks.com

Or, to such other addresses as either party may from time to time nominate.



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## 17. Exit management

In the event that Customer no longer requires Company to deliver the services associated with this Contract at the end of the Initial Term, or any of its extensions, Company shall work with Customer to support the requirements of any Customer exit management process.

## 18. Other Conditions:

Customer shall undertake appropriate actions, as advised by Company from time to time to safeguard against any improper usage of the services in this Contract. Any such suspected activities shall be reported to Company at the earliest opportunity, and in any case no later than two (2) working days of discovery to allow time for initial investigation.

The Customer shall be responsible for obtaining all necessary permissions, permits, visas, security clearances, and access rights required for Company personnel to board the vessel and perform services. Any delays caused by the absence of such approvals shall not be deemed a breach of contract by the Company. If such delays result in additional costs (including but not limited to rescheduling fees, travel expenses, and waiting time), these shall be invoiced to the Customer at the agreed rates set out in Annex A.

This Contract can only be amended between the Company and the Customer in writing.

The Customer and the Company agree on a mutual non-disclosure of confidential data with respect to the contract and the activities performed.

The customers and the company will be compliant with export compliance, anti-bribery and corruption, and anti-modern slavery regulations as defined, as a minimum, by the laws of the UK, the EU and its member states, the USA, Australia, Singapore and Japan.

This Contract is governed by English law.



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## Annex A – Pricing

1. All prices are quoted excluding VAT which will be charged at the prevailing rate where applicable.
2. The Company will not increase the pricing during the first twelve (12) months of the Commencement Date.
3. The Company may adjust pricing on each anniversary from the Commencement Date in line with UK inflation as measured by RPI (Retail Prices Index), the Company will notify the Customer in writing with thirty (30) days' notice.
4. All pricing under this Contract is based on exchange rates as of the Contract Commencement Date. If the exchange rate between the invoicing currency and the base currency in which the Company incurs costs fluctuates by more than 5%, the Company reserves the right to adjust pricing accordingly. Any such adjustments shall be notified to the Customer with a minimum of thirty (30) days' written notice and will take effect from the start of the next invoicing period.
5. The Company reserves the right to adjust pricing at any time to reflect increases in the costs of supply. This includes, but is not limited to, changes in taxes and duties, fuel or energy costs, labour and material costs, or increased charges from third-party suppliers. Any price adjustment under this clause will correspond directly to the cost increase incurred by the Company.
6. Any delays in boarding the vessel beyond Company's control will be charged at the rates quoted herein.
7. Expenses not included in the Contract will be charged at cost plus 15% (e.g. hotels, flights, car hire, subsistence etc.)
8. The Company will perform services under this Contract on Vessels listed in Table 2 below. If any Vessels need to be added or removed please contact your account manager for pricing and Contract amendment.
9. The Company will perform services under this Contract in the Ports listed in Table 3 below. If any Ports need to be added or removed please contact your account manager for pricing, and Contract amendment if applicable.
10. Charges for access to Company Global Customer Technical Support are included.

Table 1: Survey type and price per vessel.

| Services Included in Contract and associated Maintenance Fees |
| --- |
| <insert type of survey/service included and the monthly fee per vessel> |

Table 2: Applicable Vessels.

| Vessels Included in Contract |
| --- |
| <insert name of Vessels included in the Contract here> |



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Table 3: Applicable Ports.

| Ports included in the Contract |
| --- |
| <insert list of countries/ports where services can be undertaken with the pricing in Annex A> |



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## Annex B – Scope of Work

**In Scope**

The services and costs included in the Contract by payment of the pricing in Annex 1 are:

Annual surveys: Undertaken once annually.

- GMDSS Radio Survey, including AIS, EPIRB and SSAS.
- SVDR/VDR Annual Performance Test.
- Gyro overhaul including standard overhaul kit and gyro sphere/sensitive element (max. 1 per vessel during in any 5 year period from Contract Commencement Date)
- Radar check/overhaul including magnetron replacement (max. 1 radar per year)
- Magnetic Compass Adjustment
- Preventive Health Check of all the bridge Equipment, analysis and recommendation plan for necessary retrofits (one per vessel for the duration of the Contract).

Spares: supplied as required.

- Supply of new EPIRB following failure or battery expiry.
- Supply of EPIRB HRU when expired.
- Supply of SART batteries when expired.
- Supply of VDR batteries when expired.
- Supply of VDR acoustic beacon when expired.
- Supply of VHF batteries when expired.
- Supply of emergency lithium battery for GMDSS portable radios when expired (max. 3 per vessel per year).

Labour and Travel:

- Travel and subsistence expenses to perform the services on the Vessels/Ports listed in Annex 1

Reporting and coordination:

- A certificate of compliance will be issued to all compliant Equipment once the Equipment has satisfactorily passed the survey.
- Tracking and reminders will be issued to Customer for all inspections/overhauls/replacement jobs.
- Recording, analysis and presentation of all costs and services arranged.
- Supply of a Shore Based Maintenance Certificate for each vessel for the duration of the Contract.



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**Registered No:** 2153172 England **VAT Registration No:** GB 720 1086 83 **EORI No**: GB720108683000 **Certified to:** ISO 9001 & ISO 14001

**Applied Satellite Technology Ltd**
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**Out of Scope**

Excluded from the Company's obligation under this Contract are the following:

- Installation and de-installation of any terminals, equipment, spares, or other hardware not included in the Contract, including equipment and labour needed for the installation, removal or relocation of existing Equipment or to replace obsolete Equipment where a retrofit is necessary (for example, lifting equipment).
- Work on any Equipment not expressly included in this Contract.
- Work on any Equipment on Vessels not expressly included in this Contract.
- Work on any Equipment in Ports not expressly included in this Contract.
- Freight, duties, customs costs and administration for spare parts, as well as costs incurred by the Vessel's agent for clearance or local delivery or return of spare parts.
- Surveying/servicing peripheral equipment (e.g. repeaters, signal buffers, non-mandatory printers etc.)
- Supply or replacement (and associated labour) of any consumable product with a specified expiry date or lifespan such as paper, lightbulbs, batteries, printheads, etc. other than those items specified in the Contract.
- Equipment and/or repair of faults caused in the Company's opinion by misuse.
- Equipment and/or repair of faults caused in the Company's opinion by environmental factors such as lightning strikes, vibration, water ingress, wind.
- Costs to install/lay/run additional or replacement cabling.
- Cost of works of other parties unless explicit agreement is provided in writing from the Company.
- Shipping costs of any terminals, equipment, or other hardware not included in the Contract.
- Insurance of any kind for terminals, equipment, or hardware while in transit or at Customer locations.
- Work to obtain permission to board vessels to undertake any work or services.
- Remedial work once any Equipment is removed.
- Equipment and labour for repair of malfunctioning or damaged Equipment, or Equipment considered by the Company to be beyond economic repair.
- Regulatory licenses to use Equipment in the locations where they will operate.
- Software and hardware required for new features or to meet new regulations or upgrades.
- Software updates.
- Equipment, spares, or ancillary materials not specifically included.
- Repairs and maintenance not specifically included.
- Warranty repairs and maintenance outside standard OEM warranty.
- All travel, labour and expenses beyond those expressly included.
- Travel costs do not include non-standard costs to attend the vessel (e.g. waiting time launches, helicopters or divers).
- Shipyard or port surcharges and other costs beyond Company's control to access the vessel.
- Training of Customer staff not specifically referenced in this Contract.
- Attendance on site at Customer locations, unless otherwise quoted.
- Stocking of any inventory, terminals, spares or equipment of any kind, outside any specified in the Contract.



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- Vessel reattendance costs or additional time resulting from initial attendance being hampered, delayed or prevented by causes outside the Company's control.
- Any additional costs incurred in delivering the services included in the Contract because of any work undertaken by a 3rd party without explicit agreement from the Company.
- Liquidated damages of any kind.
- Any deliverables not expressly included in this Contract.

## Annex C - Equipment Lists

<insert list of Equipment that is included in the work we will undertake as part of this contract. List type, model, serial number etc. so that the Equipment is fully identifiable>



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