

## GENERAL CONDITIONS OF SALE OF SURVEY SERVICES

### ARTICLE 1 – APPROVAL OF GENERAL CONDITIONS OF SALE

1.1 The present General Conditions of Sale (hereinafter referred to as the “GCS”), any specific conditions agreed to between the parties and the offer issued by iXblue and accepted by the customer (hereinafter referred to as the “Customer”) constitute the contract (hereinafter referred to as the “Contract”). The Contract governs all kind of survey services (hereinafter referred to as the “Services”) provided by iXblue to the Customer.

1.2. In the event any particular condition is agreed upon between the parties, they will prevail on the GCS.

1.3. The application of professional practices under French Law is expressly excluded when the said professional practices are not in compliance with the Contract.

1.4. Except otherwise agreed between the parties, any purchase conditions or any other document issued by the Customer are not applicable to iXblue.

1.5. In accepting any offer from iXblue, the Customer is deemed to have approved the clauses of the Contract without reservation and the Customer commits not to call any other document against these provisions of this Contract.

### ARTICLE 2- SALES CONTRACT

2.1 Only orders for Services confirmed in writing by iXblue shall be considered as definitively accepted.

2.2 Each time that an offer is issued by iXblue, iXblue’s commitment to honor this offer, as well as the specific conditions that may modify or complement the GCS, may not be considered valid unless the customer provides written notification and is confirmed in writing by iXblue, in accordance with article 2.1 herein above.

2.3 The offer issued by iXblue will indicate, in particular, the type of the Services and the conditions of their execution, the price and the terms of payments. The offer, once accepted by the Customer, is deemed to be part of the Contract.

2.4 In the absence of indication to the contrary, the conditions set forth in each offer issued by iXblue are valid for a period of 90 calendar days from the date of issuance of the offer.

### ARTICLE 3 – PRICE AND METHODS OF PAYMENT

#### 3.1 Price

The price of the Contract is indicated in the corresponding offer submitted by iXblue. All taxes, fees and duties payable pursuant to any law other than French law are the Customer’s responsibility.

#### 3.2 Methods of payment

Except otherwise agreed by the parties, the price to be paid by the Customer is in accordance with the schedule of payments defined in the offer issued by iXblue and accepted by the Customer. Each invoice issued by iXblue shall be payable by bank transfer on the due date indicated on the invoice(s) – or thirty (30) calendar days net from the date of the invoice.

#### 3.3 Sanctions and penalties applicable in case of non-payment or delayed payment

In case of late payment, iXblue shall have the right to apply a penalty on the amount of the relevant invoice, calculated on the basis of an interest rate equal to the refinancing rate of the European Central Bank increased by ten (10) percentage points. iXblue shall be also entitled to claim against the Customer for a flat fee of 40 Euros in accordance with L441-6 of the French Commercial Code. In case of delay, iXblue shall be also entitled to suspend the performance of the Contract without prior notice, and without prejudice to any other right of claim. In case of total absence of payment,

iXblue may terminate the Contract for default of the Customer under the conditions of article 14.1.

### ARTICLE 4 – CONDITIONS FOR EXECUTION OF THE CONTRACT

#### 4.1 Obligation to make best effort

In the context of the execution of the Contract, iXblue is subject to an obligation to make best effort. As such, iXblue commits to execute its obligations in conformity with the Contract subject to the Customer’s compliance with its duty of information as set forth below.

#### 4.2 Customer’s obligation to provide information

The Customer commits to provide iXblue all information (in particular technical, scientific, commercial or administrative) necessary for the execution of the Contract, in particular with regard to the applicable legal or security obligations or possible technical or natural constraints. It is understood that iXblue will execute its obligations only on the basis of the information provided by the Customer, and any liability of iXblue is excluded for any failure or default in the execution of the Contract due to insufficient, incomplete or incorrect information on the Customer’s part. The present obligation to provide information applies both in the pre-contractual period (preparation of the offer by iXblue) and during the period of execution of the Contract.

#### 4.3 Administrative formalities

Without prejudice to the clauses in article 8, the Customer shall assume responsibility for all the administrative and customs formalities necessary for the arrival and installation of the human and material resources of iXblue in the work zone.

#### 4.4 The parties’ staff

Each party shall assume all obligations and responsibilities and costs related to the mobilization and to the presence of its own staff in the work zone, and, in particular, commits to ensure that its staff respects all applicable safety standards and internal regulations.

#### 4.5 N/A

#### 4.6 Instructions given by the Customer

The Customer shall assume the entire responsibility for any possible consequences related to the execution of the instructions that it may send to iXblue in the course of the execution of the Contract.

#### 4.7 Interfaces with third parties

If the execution of the Contract is to be performed in an area in which third parties (whether or not these are related to the Customer) perform other parallel activities:

- The Customer must, before the beginning of the execution of the Services, give iXblue all information relative to the activity of these third parties and must take all measures necessary to ensure that the activity of these third parties does not hinder the execution of the Contract.
- iXblue shall make its best effort to take into account the activities of the third parties in the organization of the execution of the Contract. In any case iXblue shall not be liable to and shall be hold harmless by the Customer for incidents, losses or delays suffered by the Customer and which may be consequential to the activities of the third parties in the zone in which the Contract is executed.

#### 4.8 Suspension of the Contract in case of risk

iXblue reserves the right as its sole discretion to suspend the Contract at any time when the conditions for its execution present a risk (weather- related or otherwise), for the safety and integrity of the human and material resources engaged by iXblue.

#### 4.9 Suspension of the Contract at the Customer’s request

If the Customer should request the suspension of the Contract for any reason, except a fault by iXblue, iXblue may demand the Customer to pay indemnification for all costs incurred due to this suspension, in particular the costs of demobilization/mobilization/suspension of iXblue's human and material resources.

#### **4.10 Performance periods [turnaround time] for the Contract**

The performance periods for the Contract are indicated for information purposes and may be modified by iXblue, in particular due to changes in weather conditions or the availability of the resources pledged by iXblue. Delays with respect to the anticipated performance periods shall not give rise to any indemnification, compensation or reduction of price. To the extent possible, iXblue will inform the Customer when it appears that a contractual date will not be respected and will try to propose a new date accordingly.

#### **4.11 Presence of debris or wreck in the work area**

In case of discovery of debris or wreck in the work zone, iXblue shall immediately notify the competent authorities and shall take the necessary measures to secure the place in question. If the Customer should demand that iXblue perform the removal of this debris or scrap, iXblue will invoice the Customer for the cost of this removal, unless iXblue is responsible for the presence of this debris in the work zone.

#### **4.12 Claim by iXblue**

In all cases in which iXblue deems it is unable to execute its obligations in conformity with the contractual requirements without amendment of the Contract:

- It shall notify the Customer of its claim as soon as possible, giving detailed reasons for this claim, and
- It shall attach to its notification the modifications, in particular with regard to technology, scheduling and/or financing, that it deems necessary.

If the Customer agrees to proceed with a financial adjustment and/or a modification of the deadlines in conformity with the claim by iXblue, an amendment to the Contract shall be concluded between the Parties.

### **ARTICLE 5 – MODIFICATION OF THE SERVICES**

**5.1** If the Customer should wish to modify the Services ordered, (hereinafter referred to as "Modification"), the Customer must send a written request by registered letter with notification of receipt to iXblue. The latter shall have a period of fifteen (15) days as from the receipt of the Customer's written request to: i) comment on the requested Modification, and ii) to draft an estimate relative to this Modification including its technical, financial and scheduling consequences.

**5.2** If the estimate for the Modification is accepted by the Customer, the parties shall conclude an amendment to the Contract. In no case shall a Modification be executed before the parties sign an amendment regarding the conditions for its implementation.

### **ARTICLE 6 – ACCEPTANCE OF SERVICES**

**6.1** All daily progress reports ("DPR(s)") shall be approved in writing by the Parties within 24h of their issuance at the latest. The Charterer shall be deemed to have waived all its right of claim or reservation with regard to any DPR after expiry of a thirty (30) calendar days period following its issuance.

**6.2.** In the absence of other procedure agreed to between the parties, the Customer shall pronounce its final acceptance or refusal of the Services within a period of five (5) days following the date of issue of the final report of completion produced by iXblue.

**6.2** In the absence of response or refusal by the Customer within the period of five (5) days, the Services shall be deemed to be finally accepted by the Customer and the

Customer shall proceed with relevant remaining payment due to iXblue.

**6.3** The acceptance of the Services also entails the definitive and final approval of all reports submitted to the Customer within of the performance of the Services.

**6.4** Any acceptance of the Services entails renunciation by the Customer of any right to file a claim, except under the conditions defined in article 7 herein below.

### **ARTICLE 7 – NOT USED**

### **ARTICLE 8 – AUTHORIZATIONS AND PERMITS**

**8.1** In the event that a specific permit or authorization (hereinafter referred to as the "Authorization") should be necessary in order for iXblue to be able to execute the Contract, the latter shall make his best effort to obtain the said Authorization from the competent authorities.

**8.2** The liability of iXblue is excluded for any refusal, delay in the issuance or withdrawal of the Authorization not imputable to iXblue. In this later case, clause 13 of force majeure shall apply.

### **ARTICLE 9 – INTELLECTUAL PROPERTY**

**9.1** Each party shall remain the owner of the entirety of its intellectual property pre- existing the Contract, in particular, and not restricted to, the rights related to the methods, knowledge, know-how or procedures employed in the execution of the Contract.

**9.2** Subject to the rights of the third parties, iXblue assigns to the Customer, upon their creation, the entirety of its intellectual property rights (including right of use, of exploitation and of modification) relating to the results obtained in the context of the realization of the Work. The results are defined as the works, information, plans, documents, drawings, graphics, data and reports made within the performance of the Contract.

### **ARTICLE 10 – TRANSFER OF OWNERSHIP AND OF RISKS**

The transfer of the ownership and of the risks relating to the results of the Work shall occur after the full payment of the price for the Work.

### **ARTICLE 11 – USE OF THE WORK BY THE CUSTOMER**

The results of the Work performed by iXblue shall be used by the Customer at the sole risks, costs and responsibility of the Customer who shall hold iXblue harmless against all kind of consequences of this use.

### **ARTICLE 12 – INDEMNIFICATION**

**12.1.** Subject to the articles 16 and 21, each party shall indemnify and defend the other party against any lawsuit, claim, loss, cost or liability relative to:

- Any material damage concerning the property of the indemnifying party under the execution of the Contract (said property being owned, rented or under control of that party).
- Any death or physical injury that may affect the staff of the indemnifying party under the execution of the Contract.
- Any physical or material damage by the indemnifying party to a third party under the execution of the Contract.
- Any damage to the environment or pollution emanating from equipment owned or controlled by the indemnifying party and arising under the Contract.

**12.2.** Each party commits that its respective insurers shall waive their right of claim and of recourse against the other party and its respective insurers with regard to the damages and/or to the indemnifications specified in the present clause.

#### **ARTICLE 13 – FORCE MAJEURE**

**13.1** In the event of a circumstance deemed to be a force majeure as defined by French law, an event that is unforeseeable, irresistible and independent of the will of a party, the following will apply.

**13.2** In a case of force majeure and within a period no greater than ten (10) calendar days following its occurrence, the concerned party shall notify the other party by registered letter with notification of receipt describing the nature of the event, its cause, and the estimate of its duration and of its consequences. All the obligations affected by a case of force majeure shall be suspended.

**13.3** If a case of force majeure should prevent one or the other of the parties from performing its contractual obligations during more than thirty (30) calendar days, as from the above-mentioned notification, and without agreement regarding the methods of pursuing the Contract, the parties may terminate the Contract or any part thereof and iXblue shall be paid for the Work delivered to the Customer up to the termination date, and shall be entitled to claim against the Customer for all the direct costs incurred because of the termination.

#### **ARTICLE 14 – SUSPENSION – TERMINATION – CANCELLATION**

**14.1.** In case of breach by a party of its contractual obligations, and without this breach being remedied within a period of thirty (30) calendar days from the date of a formal notice of the other party requesting to do so, the non-defaulting party shall be entitled to terminate immediately and without any further formality the concerned Order. Upon termination, iXblue shall be paid for the goods and services delivered to the Customer up to the termination date. In addition, the non-breaching party shall be entitled to claim for damages against the breaching party for the prejudice suffered, subject to the liability limitation of article 16.

**14.2.** In case of cancellation or termination for convenience of the Order by the Customer, with a thirty (30) calendar days prior written notice to iXblue, iXblue shall be paid for the goods and services delivered to the Customer up to the cancellation/termination date, and shall be reimbursed by the Customer for all the direct costs incurred because of the termination.

**14.3.** In case of insolvency procedure engaged against the Customer, and subject to the applicable legal requirements, iXblue shall be entitled to terminate the Order according to the conditions of article 14.1 above.

#### **ARTICLE 15 – COMPLIANCE AND ETHICS**

**15.1.** The parties undertake to comply with all applicable laws and regulations and in particular those related to export control, embargoes and sanctions, taxation, anti-bribery and integrity, personal data protection (in particular GDPR), fair competition and health, safety and environment.

**15.2.** No party shall process any personal data of any personnel acting on behalf of the other party under this Contract without the prior written consent of the later party. In case personal data are communicated between the Parties under the Contract, each party shall appropriately inform the concerned individual(s) of such processing and both parties commit that such processing shall take place in accordance with applicable personal data protection (in particular GDPR) laws and regulations.

**15.3.** Customer shall defend, indemnify and hold harmless iXblue against any claim, action or liability of any kind resulting from any non-compliance with the said applicable laws and regulations.

#### **ARTICLE 16 - LIABILITY**

**16.1.** Whenever related, including presumably, to any breach, act or omission of iXblue, its employees, agents,

representatives or subcontractors, arising from or in any way relating to the Order:

- In no event shall iXblue, its employees, agents, representatives or subcontractors be liable for loss of contract, work interruption, loss of use, loss of data, loss of revenue, profit or anticipated savings, loss of goodwill or any indirect, special, incidental, consequential, exemplary or punitive damages, even if advised of the possibility of such losses or damages ; and,
- The maximum aggregate liability of iXblue, including its employees, agents, representatives and subcontractors, shall not exceed the total value of the Order concerned by the claim.

**16.2.** The aforementioned restrictions on liability are not applicable in cases of damage to third party, personal injury or death or damages resulting from any fraudulent act, wilful misconduct or gross negligence of iXblue or its employees.

**16.3.** iXblue and the Customer undertake to maintain all the necessary insurances to cover any risk or damage that could arise within or as result of the performance of the Order.

#### **ARTICLE 17 – INSURANCE**

iXblue and the Customer commit to subscribe and to maintain all insurance necessary to cover all risks or damages that may result from the execution of the Contract.

#### **ARTICLE 18 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**18.1** The interpretation, the execution or the non- execution of the Contract and all questions in dispute between the Customer and iXblue, whether they result from the Contract or from alleged anterior extra- contractual facts, contemporary with or subsequent to the Contract, shall be settled by French law, with the exclusion, of the United Nations convention on contracts for international sale of merchandise of April 11, 1980.

**18.2** Any dispute related to or arising from the validity, the interpretation or the execution of the Contract and which could not be settled by amicable agreement within a period of one (1) month as from the notification of the said dispute, shall be submitted to the exclusive jurisdiction of the competent courts of Paris (France).

#### **ARTICLE 19 - MISCELLANEOUS**

##### **19.1 Non- renunciation**

The fact that iXblue may not exercise or assert a right, an appeal or a clause contained in the Contract does not constitute a renunciation and will not prevent iXblue from exercising it subsequently.

##### **19.2 Confidentiality**

Customer shall hold confidential and shall not use, disclose or permit others to use any confidential information identified as such in writing or orally by iXblue or information which the Customer knows or ought to reasonably know is confidential, proprietary or trade secret information of iXblue, including, without limitation, trade secrets embodied in the goods or the related services. For this purpose, any iXblue offer is a confidential information. Customer commits that such confidential information shall be only used for the sole performance of the Contract and shall not be to disclosed, copied, reproduced, decompiled/disassembled or subject to retro engineering without iXblue prior written consent. iXblue keeps ownership on all this confidential information. This confidentiality obligations remains in force for the validity duration of iXblue offer and/or for the duration of the Contract and for a period of five (5) years thereafter..

##### **19.3 Assignment**

The Contract may not be ceded or transferred by the Customer without the prior written consent of iXblue.

##### **19.4 Severability**

If one of the clauses of the Contract should become or should be declared invalid, the parties shall continue to be bound by the other clauses and shall meet as soon as possible to replace the said clauses in the same spirit as at the time of the negotiation of the Contract. All other clauses that are not affected shall remain fully in effect.

#### **19.5 Entirety of the contract**

The Contract constitutes the entirety of the agreement between the parties as concerns the object of the Contract, with the exception of the existing non-disclosure agreements. It annuls and replaces all prior documents or agreements, express or implicit, relative to its object. The Contract may be altered only by an amendment duly signed by the authorized representatives of iXblue and of the Customer.

Customer's staff of an appropriate training, being understood that the content of this training has to be approved by iXblue before taking place.

### **ARTICLE 20 – EXPORT AND IMPORT OBLIGATIONS**

**20.1. Import** - The Customer agrees to be the importer of record and to manage all necessary customs requirements and paperwork for the Contract. The Customer agrees to pay any and all customs, duty, tax or penalty. Delays due to import issues are not be the responsibility of iXblue.

**20.2. Export** - The Customer acknowledges that the equipment from iXblue necessary for the Work under this Contract may be subject to the export control laws and regulations. The Customer agrees to comply with any and all applicable export control laws and regulations. iXblue shall never be held liable for any delay, refusal or withdrawal of the required export licenses for the Equipment by the competent authorities, provided that such delay, refusal or withdrawal are not due to iXblue fault. Such delay, refusal or withdrawal shall be treated as a force majeure event, in accordance with article 13.

### **ARTICLE 21 – UNMANNED SURFACE VESSEL**

**21.1.** For performance of the contract, iXblue may decide to use, with the consent of the Customer, a DriX type unmanned surface vessel (hereinafter referred to as the "USV").

**21.2.** The Customer acknowledges that the USV proposed by iXblue within the quotation accepted by the Client is a standard product designed to be compliant with the standard legal, regulatory and operational requirements applicable to iXblue in France.

**21.3.** The Customer is deemed to be the only party to have full knowledge about all legal, regulatory and operational requirements applicable in the place where the USV shall be used or operated.

**21.4.** As a consequence of the foregoing, it shall be the exclusive Customer's responsibility, before conclusion of the Contract/before any use, to check compliance of the USV with all legal, regulatory or operational requirements applicable in the areas where the Customer wishes the USV to be deployed. In order to facilitate the Customer's information duty, iXblue shall provide Customer with all relevant information about the USV.

**21.5.** Failing to notify to comply with the above duty of information, the Customer shall be exclusively liable for and shall indemnify and hold iXblue harmless for all consequences, including legal and financial, arising from non-compliance of the USV with any legal, regulatory and operational requirement applicable in the areas of use of the USV. This clause applies notwithstanding anything to the contrary under the Contract.

**21.6.** The Customer acknowledges and agrees that the USV shall remain under the exclusive control and custody of iXblue and shall be operated only by iXblue operators for the entire duration of the Contract. Any transfer of the control and operation of the USV to shall be subject to the prior written consent of iXblue and shall be subject to follow-up by