

Istituto Nazionale di Oceanografia e di Geofisica Sperimentale (OGS)

February 23rd 2024

Dear Sir,

PCS System Quote RL08092023B

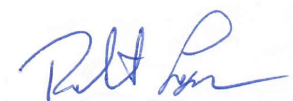
We are pleased to provide you a quote for the replacement of your old System 3 positioning system controller. I would be happy to discuss further with you and answer any questions you may have and offer information on the systems described in this proposal.

DigiCOURSE positioning products are the most widely used across the seismic industry, with most seismic vessels opting for DigiCOURSE technology. The modular system design is adaptable, providing you with flexible positioning network configurations whether for 2D, 3D or P-Cable. The design also mitigates single points of failures, which increases reliability, minimizes critical workboat trips and increases acquisition up time. The compact device design also reduces significant HSE issues associated with handling larger devices at sea.

The robustness of the systems is exemplified by usage on vessels worldwide, including surveys in some of the harshest environments such as the Arctic. Using DigiCOURSE products, you can be assured that for many years to come, they will have the most reliable and robust system, which continues to be developed. You will have the most versatile system capable of the widest variety of survey configurations and proven to operate in the widest range of locations worldwide.

Should further clarification or modification be required, please get in contact at any time. My contacts are below.

Yours sincerely,



Robert Leger
DigiCOURSE LLC
Director Sales Support
mobile +1 281 546 1188
Email rob.leger@digicourse-llc.com



DigiCOURSE Positioning System – Pricing Summary

P/N	Description	Qty in Use	Qty Spares	Qty	Price	Ext Price
	Main Equipment					
8000-3061	ASSY SYSTEM 3 PCS	1	1	2	\$20,636	\$41,272
8000-1765-2	ASSY SYSTEM 3 PCS LIU II 2-CHANNEL	1	1	2	\$24,810	\$49,620
AS9000-3761	ASSY GIGABIT ETHERNET SWITCH 16 PORT	1	0	1	\$730	\$730
9000-507/2D-931	SYS3 SW SET 2D V9.31	1	0	1	\$15,000	\$15,000
9000-507SM/2D	SYS2 SM SET 2-D PER YEAR	1	0	1	\$3,000	\$3,000
8200-206	PCS INSTALLATION KIT	1	0	1	\$2,550	\$2,550
					Total	\$112,172

TERMS AND CONDITIONS

THIS QUOTATION IS VALID 30 DAYS BUT MAY BE WITHDRAWN BY DigiCOURSE OR SOONER.

PAYMENT TERMS: CASH IN ADVANCE

PAYMENT ADVICE:

Hancock Whitney

Swift – WHITUS44

Bank code/routing number – 065400153

Account – 064279344

TO CONFIRM AN ORDER, A SIGNED PO MUST BE RECEIVED WITHIN THE VALIDITY OF THE QUOTATION.

ANY OFFER TO CONTRACT WITH DIGICOURSE ON THE BASIS OF THIS PROPOSAL IS SUBJECT TO OUR WRITTEN ACCEPTANCE OF THAT OFFER.

TERMS OF SHIPMENT: EX-WORKS, NOLA MANUFACTURING FACILITY. PACKAGING, CRATING AND CARTAGE EXPENSES SHALL BE BORNE BY THE BUYER UNLESS OTHERWISE QUOTED HEREIN.

PARTIAL SHIPMENT AND TRANSHIPMENT ALLOWED.

SALES TAX HAS NOT BEEN INCLUDED. ANY SALES TAX AND/OR CUSTOMS DUTIES



AND/OR WITHHOLDING TAX IN THE COUNTRY OF THE BUYER ARE THE RESPONSIBILITY OF THE BUYER.

PART NUMBER, PART NUMBERED DESCRIPTIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THIS QUOTE IS SUBJECT TO BUYER AND DIGICOURSE RECEIVING ANY NECESSARY APPROVALS FROM THE UNITED NATIONS AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

DEPENDING ON THE FINAL DESTINATION OF THE EQUIPMENT, A U.S. DEPARTMENT OF COMMERCE EXPORT OR RE-EXPORT LICENSE MAY BE REQUIRED. IN ADDITION, WE MAY REQUIRE CERTIFICATION THAT GOODS WILL NOT BE DIVERTED CONTRARY TO U.S. LAW.

CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH HEREIN ARE INTEGRAL TO THE FEES CHARGED IN CONNECTION WITH MAKING THE SERVICES AVAILABLE TO CUSTOMER AND THAT WERE (DigiCOURSE) TO ASSUME FURTHER LIABILITY SUCH FEES WOULD OF NECESSITY BE HIGHER

LIMITED WARRANTY

General. Subject to the terms of this Limited Warranty (“Warranty”), DigiCOURSE, LLC. (Seller) hereby warrants each of the following products that it or its subsidiaries manufacture (“Product”) against defects in material and workmanship under normal use and service for the specified time period listed below (“Warranty Period”) and under the terms set forth in this Warranty, in each case commencing upon the date of original purchase:

Marine Products	
<u>Specified Product</u>	<u>Warranty Period</u>
<u>Software –products</u>	
Marine Software (media only)	30 days on media only
<u>Towed Streamer Acquisition Systems Product Line</u>	
DigiSTREAMER™ Onboard Equipment	One year
DigiSTREAMER™ Solid Active Sections	One year
DigiSTREAMER™ Auxiliary Sections	90 days
DigiSTREAMER™ Lead-ins	90 days
<u>Marine Positioning Product Line</u>	
DigiRANGE™	One year
5000 Compass/Depth/Acoustic Bird Series	One year
5011 Compass Calibration	Two years
5011-2 DigiBIRD 2	Two years
DigiLIFT	6 months
<u>SailWing Product Line</u>	
Actuators	One year



Onboard Equipment	One year

If Buyer promptly notifies Seller regarding any Product or Product parts that fail to perform as specified under normal usage during the Warranty Period and Seller determines that such failure resulted from a defect in materials or workmanship during the Warranty Period, then the Seller, at its option, shall repair, rebuild, adjust or replace the affected Product or Product parts. Repaired, rebuilt, adjusted or replaced Products or component parts are warranted for 60 days (30 days in the case of Software media) or the remainder of the original Warranty Period, whichever is longer. This Warranty extends solely to Buyer and shall not extend to any person that purchases the Products from Buyer or any other person, whether an entity or a natural person, in the chain of the use or distribution of the Products.

Claims for shortages and claims for delivery of unordered equipment shall be made in writing within a reasonable time after delivery of the purchased equipment to Buyer (or, if earlier, to Buyer’s freight forwarder, agent or representative or to another location pursuant to Buyer’s instructions), but in no event later than 15 days after such delivery. Upon Buyer’s timely claim of shortage or claim of delivery of unordered equipment, Seller shall be given the opportunity to make an adequate investigation, either by inspection at Buyer’s or Buyer’s representative’s place of business or by having such equipment returned to Seller’s facility, at Buyer’s expense. In any event, Buyer must obtain written permission from an authorized officer or agent of Seller before returning any of the purchased equipment to Seller after the equipment is removed from Seller’s facility and then only in compliance with Seller’s return shipment instructions.

Software. With regard to any computer software that is manufactured by Seller (the “Software”), Seller warrants that, for 30 days following the date of original purchase, the media containing that Software shall be free from defects in material and workmanship under normal use. Seller’s sole and exclusive obligation and liability, and Buyer’s sole and exclusive remedy, for any such defect with regard to the Software shall be, in Seller’s sole discretion, to replace the defective media with replacement media or to correct the defective media so that it shall be free from defects in material and workmanship. Corrected or replaced media on which the Software is furnished shall be covered by this Warranty for 30 days after the date of shipment to Buyer of the repaired, corrected or replaced physical media. Seller shall have no warranty obligation with regard to any Software if (1) the media has been subjected to accident, abuse or improper use, (2) Buyer uses defective media or defectively or improperly duplicates the Software or any software that comprises the Products, or (3) Buyer violates the “Restriction on Use” listed below regarding the Software. **SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOFTWARE OR ANY SOFTWARE THAT COMPRISES THE PRODUCTS, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, AND FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW. SELLER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT THE OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED. IN ALL OTHER RESPECTS, THE SOFTWARE IS PROVIDED “AS-IS” AND ALL RISK AS TO THE QUALITY, PERFORMANCE, CAPABILITIES AND OTHER REQUIREMENTS OF THE SOFTWARE IS ASSUMED BY BUYER.** The Warranty set forth in this paragraph is further subject to the “General Provisions” set forth below. For the purposes of this Warranty, the Software shall be deemed to include, but not be limited to, embedded software that is organic to and contained in the Products at the time those Products are sold.

GENERAL PROVISIONS

Limitation of Remedies

THIS AGREEMENT EXPRESSES ALL OF SELLER’S RESPONSIBILITIES, WHETHER IN TORT OR IN CONTRACT, REGARDING THE EQUIPMENT OR ITS PRODUCTS, INCLUDING THE SALE OF THE



EQUIPMENT, THE EVENTS GIVING RISE TO THE SALE OF THE EQUIPMENT, DEFECTS IN THE EQUIPMENT, AND THE FAILURE OF THE EQUIPMENT TO MEET OR PERFORM IN ACCORDANCE WITH SPECIFICATIONS OR AS INTENDED. THE REMEDIES CONTAINED IN THIS WARRANTY ARE BUYER'S EXCLUSIVE REMEDIES. SELLER SHALL NOT, IN ANY EVENT OR UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR DAMAGES OR OTHER SUMS IN EXCESS OF THE TOTAL PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNDER NO CIRCUMSTANCE SHALL SELLER BE RESPONSIBLE OR LIABLE IN ANY REGARD WITH RESPECT TO DAMAGES FROM LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CLAIMED BY BUYER TO ARISE OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT OR PRODUCT, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY, AND FREEDOM FROM PATENT OR COPYRIGHT INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT SUCH MAY BE DISCLAIMED BY LAW. NO PERSON, INCLUDING ANY DEALER, AGENT OR REPRESENTATIVE OF SELLER, IS AUTHORIZED TO PROVIDE ANY ADDITIONAL WARRANTY ON BEHALF OF SELLER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DOCTRINE OF STRICT LIABILITY IN TORT SHALL NOT APPLY TO EITHER PARTY, TO THE EQUIPMENT OR TO THE SALE OF THE EQUIPMENT.

ANY OTHER TERMS AND CONDITIONS PROPOSED OR ASSERTED BY BUYER, INCLUDING THOSE APPEARING ON PRE-PRINTED FORMS OF BUYER, SHALL BE NULL AND VOID. ANY PROPOSAL BY BUYER TO MODIFY THIS WARRANTY SHALL NOT BECOME PART OF THE TERMS AND CONDITIONS THAT GOVERN THE SALE OF THE EQUIPMENT UNLESS AN OFFICER OF SELLER (VICE PRESIDENT OR ABOVE) SPECIFICALLY AGREES TO THAT MODIFICATION IN WRITING ON SELLER'S BEHALF.

BUYER ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS WARRANTY ARE INTEGRAL TO THE AMOUNTS CHARGED IN CONNECTION WITH MAKING THE PRODUCTS AVAILABLE TO BUYER AND THAT, IF SELLER WERE TO ASSUME ANY ADDITIONAL LIABILITY, SUCH AMOUNTS WOULD OF NECESSITY BE HIGHER.

If the Buyer fails to pay any amounts due to the Seller, whether related to the Products or otherwise, the Seller shall have the right to refuse to provide any services to the Buyer under this Warranty until such payment has been received by the Seller.

Items Not Covered by This Warranty

This Warranty does not cover, and Seller shall have no liability or obligation with respect to, any of the following:

- conditions or damage resulting from (i) misuse, (ii) abuse, (iii) neglect, (iv) accident, (iv) alteration, (v) use in any manner likely to result in damage to the Product, (vi) use in any manner contrary to instructions from Seller, or (viii) use in any manner contrary to good industry practice;
- damage caused or resulting from an act of God or nature;
- damage resulting from alteration, repair or attempted alteration or repair by individuals other than Seller's employees or Seller's designated authorized representatives;
- conditions that result from normal wear and tear;
- failure to perform proper or recommended routine maintenance;
- continued use of the Product after partial failure of any item, component or other Product;
- items that have been used with an improper accessory;



- damage or loss caused during shipment;
- damage or defects as a result of any Buyer-supplied design, documentation, test data, and diagnostics, or damage or defects that are attributed to lack of Buyer's design margin or attributed to the Buyer's specifications;
- Products on which Seller, at the Buyer's direction, has not performed its normal or recommended manufacturing/resting/inspection process; or
- damage or defects where the failure to identify or isolate such damage or defects is attributable to Buyer-supplied hardware, software or procedures.

The obligations in this Warranty for Seller to repair, rebuild, adjust or replace products apply only to those products that the Seller offers for sale. If the Buyer requests for the Seller to acquire and re-sell to the Buyer any products manufactured and sold by companies other than the Seller, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY SUCH THIRD PARTY PRODUCTS OR EQUIPMENT, INCLUDING WARRANTIES REGARDING THE EXTENT, AVAILABILITY OR APPLICABILITY OF WARRANTIES PROVIDED BY OTHER MANUFACTURERS.** Any such third party products or equipment not offered for sale by Seller are provided to the Buyer by Seller on an "AS IS" and "WHERE IS" basis, and Seller has no repair, warranty or other obligation to Buyer with regard to such third party products or equipment. Buyer may wish to consult the manufacturers of such third party products or equipment directly to determine the extent, availability and/or applicability of any warranties, if any, that they may offer. The foregoing is not intended to, and shall not, exclude from this Warranty any products or components manufactured by Seller or on Seller's behalf by Seller's contract manufacturers.

Some jurisdictions do not permit the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty may last. Therefore, the above limitations or exclusions may not apply to all Buyers. This Warranty gives Buyers specific legal rights, and certain Buyers may also have other rights that vary from country to country.

Restrictions of Use

The Buyer may install, use and execute only one copy of the Software for use on only one computer at a time. The Software may not be copied, distributed, republished, uploaded, posted, decompiled, disassembled, modified or transmitted in any way without Seller's prior written consent. The Software is licensed on a non-exclusive basis solely for Buyer's use. Embedded software organic to and contained in Products is to be used by Buyer solely within the Product in which such Software resides when shipped. **ANY VIOLATION OF THIS PROVISION VOIDS ALL WARRANTIES AS TO SUCH PRODUCTS.**

Seller's Products may not be copied or reverse-engineered in any way without Seller's prior written consent. In addition, Products may only be repaired, modified or refurbished by Seller or by an authorized Seller representative with Seller's prior consent, except as otherwise directed in writing by Seller. **ANY VIOLATION OF THIS PROVISION VOIDS ALL WARRANTIES AS TO SUCH PRODUCTS.**

State and Foreign Laws

Some states and non-U.S. jurisdictions do not permit the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty may last. Therefore, the above limitations or exclusions



may not apply to all Buyers. This Warranty gives Buyers specific legal rights, and certain Buyers may also have other rights that vary from state to state, or country to country.
Some states and non-U.S. state to state, or country to country.

Disputes

Buyer agrees that this Warranty and all matters relating to the Equipment shall be governed by and construed in accordance with the laws of the State of Louisiana, and, to the extent controlling, federal laws of the United States of America, without reference to principles of conflicts of laws. Buyer hereby: (i) designates the courts of Louisiana as the exclusive court of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to the Equipment and (ii) irrevocably consents to such designation, jurisdiction and venue.

If any dispute, controversy, claim or other matter in question between Seller and Buyer arises out of this sales transaction or relates to the Equipment or the sale or performance of the Equipment (a "Claim"), Buyer and Seller undertake that, prior to the commencement of legal action, they will first notify the other party of the Claim and attempt to negotiate in good faith to resolve such dispute between themselves for a period not to exceed thirty (30) days. If, after thirty (30) days, the dispute remains unresolved, the parties agree to in good faith select a neutral third party to mediate their dispute. Each Party shall bear its own costs and expenses associated with the mediation, and any fees and costs of the mediator shall be shared equally by the parties. Although the parties have agreed to participate in good faith in efforts to mediate any disputes, the results of any mediator's recommendations shall not be binding upon any party and mediation shall produce a binding agreement only if both parties agree to be bound by the results thereof. Either party will be entitled to initiate the process by written notice to the other. If the dispute has not been resolved to the satisfaction of the parties within the earlier of (i) 10 days after the mediation or (ii) 40 days after initiation of the negotiation procedure pursuant to the above paragraph, or if either party fails or refuses to participate in or withdraws from participating in the procedure, then either party may pursue its remedies of arbitration as set forth below.

Any Claim not settled pursuant to the above negotiation and mediation process shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules"), except as otherwise expressly set forth herein. Notice of demand for arbitration shall be filed in writing with the other party and with the AAA. For Claims in which the amount in controversy or dispute is less than \$1,000,000, the arbitration proceeding shall be conducted by one impartial neutral arbitrator, and for Claims in which the amount in controversy or dispute is US\$1,000,000 or more, the arbitration proceeding shall be conducted by a panel of three impartial neutral arbitrators. Each arbitrator (whether one or three, as applicable) shall be appointed from a panel in accordance with the Commercial Arbitration Rules of the AAA. All persons submitted as prospective arbitrators by the AAA shall be persons having substantial knowledge of substantive commercial laws and the general issues in question for arbitration.

Each party will bear its own fees and expenses in the arbitration. The arbitrator(s) shall honor and apply any common law or statutory defenses to a Claim. This arbitration agreement permits any party to apply to a court of any competent jurisdiction at any time for injunctive relief to maintain the status quo before any arbitration and during the pendency thereof.

The arbitrator(s) shall conduct the arbitration proceeding in Houston, Texas as provided hereinabove and in the Commercial Arbitration Rules. Time is of the essence in connection with the conduct of such arbitration proceedings, and the arbitrator shall conduct the proceedings as expeditiously as possible. English shall be the exclusive language for conduct of the arbitration proceedings. The arbitrator rendering the judgment or award shall deliver a brief written, reasoned opinion explaining such judgment or award and the legal and factual



reasons therefor. This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. The award rendered by the arbitrator shall be final, and such judgment shall be entered upon it in accordance with applicable law in a court having jurisdiction thereof. The parties agree to expedite and cooperate in obtaining the entry of judgment with respect to such award. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim or the matter would be barred by applicable statutes of limitation. The arbitrator rendering the judgment shall not, and is expressly denied the power to, award consequential loss or exemplary or punitive damages to any Party; *provided*, that in the event a court determines that the foregoing express waiver of consequential loss or punitive or exemplary damages is unenforceable, then the arbitrator, and not a court, shall determine if consequential loss or punitive or exemplary damages shall be awarded. The parties shall be entitled to engage in reasonable discovery, including requests for the production of relevant documents. Depositions in excess of three per party may be ordered by the arbitrator(s) only upon a showing of need.

Severability

If any one or more of the paragraphs or parts of this Warranty shall be determined to be invalid, illegal or unenforceable in any respect, it is the intent of both Parties that the validity, legality and enforceability of the remaining paragraphs and parts contained herein shall not in any way be affected or impaired thereby, and that such invalid, illegal or unenforceable paragraph(s) or part(s) be reformed in a manner consistent with the Parties' contractual intent so as to comply with applicable law.

Warranty Procedure

If Buyer needs to make a claim based on this Warranty related to any Specified Product, Buyer should advise Seller in writing immediately at the following address:

DigiCOURSE LLC
Attention: Warranty Claims
5000 River Road
Harahan, LA 70123

Or by facsimile: (504) 734-8627

If Buyer seeks warranty services, Buyer must, as directed by Seller, either retain possession of the Product or ship the Product to Seller, or to Seller's designated representative, along with a detailed description of the problems that Buyer has encountered with the Product, and a return shipping address. Buyer shall be responsible for any freight charge and export/import costs and fees associated with (i) delivering the Product to Seller or its designated representative and (ii) Seller delivering the repaired, adjusted or replacement product to Buyer. If applicable freight charges or export/import costs and fees are not paid by Buyer, then Seller shall invoice Buyer for any of those costs and fees that Seller incurs, and Buyer shall promptly pay such invoice.

In addition, Buyer shall be responsible for any reasonable travel expenses that Seller incurs to satisfy the terms of this Warranty at Buyer's place of business or other site that Buyer requests.

COMPLYING WITH THESE PROCEDURES IS A CONDITION PRECEDENT TO SELLER'S OBLIGATIONS UNDER THIS WARRANTY.