

SERVICE CONTRACT

SERVICE ARGOS, INC.

1801 McCORMICK DRIVE, SUITE 10, LARGO, MD 20774 USA
email: dus@argosinc.com Tel: 301/925-4411 Fax: 301/925-8995

THIS FORM MUST BE COMPLETED, SIGNED, DATED, AND RETURNED EVEN IF THE USERS' ORGANIZATION WISHES TO USE ITS OWN DOCUMENTS. OTHERWISE, RESULTS WILL NOT BE AVAILABLE TO THE USER.

PROGRAM NAME: MBARI Seafloor Mapping Autonomous Underwater Vehicle PROGRAM # 2854

SERVICES AND PRODUCTS AVAILABLE FOR ANY OPERATING PTT

SERVICES:

STANDARD SERVICE ☒ A 10 ☐ A 20
BACK-UP SERVICE ☐ A 30 ☐ A 40
LIMITED USE SERVICE ☐ A 70

ADDITIONAL SERVICES:

(NOT COVERED UNDER THE JTA)

ADS ☐ T 14
ALP SERVICE ☐ K 60
DUAL PROCESSING ☐ S 10 ☐ S 20
MULTI-SATELLITE SERVICE ☐ S 40
PROCESSING MODIFICATIONS ☐ C 20
ON-LINE ACCESS ☒ T 40

ADDITIONAL FEES:

ALL PROGRAMS MAY AUTOMATICALLY INCUR ADDITIONAL COSTS FOR **UNUSED ID NUMBERS**. REFER TO THE CATALOG OF SERVICES AND PRODUCTS FOR DETAILS.

PRODUCTS:

(FOR STANDARD SERVICES ONLY)

CD ROM ☐ B 60
DISKETTE ☐ B 41

FOR OTHER USERS' DATA TO BE RECORDED ON MEDIA, WRITTEN NOTIFICATION FROM THE PROGRAM MANAGER GRANTING PERMISSION MUST BE ON FILE WITH SERVICE ARGOS. PLEASE LIST ARGOS PROGRAM NUMBERS BELOW.

ARGOS USE ONLY

CONTRACT #

M G P F a

BY:

DATE:

ALL DATA AND PRODUCT MEDIA REMAINS PROPERTY OF RECIPIENT

FORWARD PRODUCTS TO

NAME Hans Thomas
ORGANIZATION Monterey Bay Aquarium Research Institute
ADDRESS 7700 Sandholdt Road, Moss Landing, CA 93940 USA

TELEPHONE # 831-775-1976
EMAIL hthomas@mbari.org

INVOICES TO BE SENT TO

NAME Accounts Payable
ORGANIZATION Monterey Bay Aquarium Research Institute
ADDRESS 7700 Sandholdt Road, Moss Landing, CA 93940 USA

PURCHASE ORDER # 0410690
Credit Card Authorization Attached? YES ☐ NO ☒

General Rules and Conditions printed on the reverse side are part of this Agreement.

DURATION OF SERVICE AGREEMENT: FROM: 01 April 2004 TO: 31 March 2005
(Must correspond with Users' Purchasing information)

PROGRAM MANAGER AND/OR AUTHORIZED PERSON Hans Thomas
ADDRESS 7700 Sandholdt Road, Moss Landing, CA 93940

SIGNATURE _____ DATE 18 February 2004

GENERAL RULES AND CONDITIONS

1. CONTRACTUAL DOCUMENTS REQUIRED BY SERVICE ARGOS, INC., PRIOR TO PTT DEPLOYMENT

- A. System Use Agreement: One for each program, subject to the approval of the French-American Argos Operations Committee Co-Chairs from NOAA and CNES.
- B. Technical File: User specifications for PTT data processing.
- C. Argos Service Agreement: Completed, signed, and returned by the User. If the User's organization wishes to draw up its own documents for the order, in addition to the Argos Service Agreement, the document must bear the Program Number and/or Customer Account Number.

2. PROGRAMS COVERED BY THE GLOBAL JOINT TARIFF AGREEMENT (JTA)

This section relates to Government-financed programs appearing on the list sent by the User's Representative Organization of Country (ROC). The Agreement covers Standard, Back-up, and Limited Use Services and supplements for locations over six (6) per day and data collections over ten (10) per day. Other Products and Services are invoiced directly to the User's organization.

3. INVOICING

- A. All PTTs transmitting are billable, regardless of the program's scheduled start and end dates.
- B. If, at the moment of the first transmission, Service Argos, Inc. has not received a Service Agreement or Technical File, the program is automatically processed and billed under Standard Service. Once the Service Agreement is received, the necessary modifications will be made.
- C. If the Service Agreement is not received within 30 days of first transmission, all sums payable for services will be billed to the User's organization. No further services will be provided until such bills are fully settled.
- D. Unless written instructions to the contrary are received, the type of service requested on the Service Agreement will be applied to any new platform(s) added to the program.
- E. Purchase orders submitted to supplement a Service Agreement should include a reference to the Program Number and/or Customer Account Number.
- F. Invoices are issued quarterly.

4. MODIFICATIONS TO AN EXISTING SERVICE AGREEMENT

Request for such modifications must be made in writing to Service Argos, Inc. and must include:

- A. Service Agreement number;
- B. Exact nature of modification;
- C. User's affiliation and signature.

For new PTTs added to the program, the type of service will be the same as that indicated on the initial Service Agreement, unless otherwise requested in writing by the User. The time required for modifications is given in the Catalog of Services and Products.

5. TARIFFS

Tariffs are updated each January 1st when the new tariff takes effect. Invoicing for programs extending over several calendar years will be updated accordingly.

6. TERMS OF THE SERVICE AGREEMENT

The Service Agreement may be drawn up for the length specified by the User; however, Paragraph 3.A. remains applicable in all circumstances.

7. LIABILITY

Argos is a location and data collection system under the joint control of the National Oceanic and Atmospheric Administration (NOAA) and the Centre National d'Etudes Spatiales (CNES). Neither NOAA nor CNES can guarantee the timeliness, accuracy, or suitability of data from the system for any purpose, (including, without limitation, emergencies), and will not be liable for any damage which may result from defective operation of the system.

THEREFORE, NEITHER NOAA, CNES, CLS, NOR SERVICE ARGOS, INC., NOR ANY OF THEIR AFFILIATES, MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE QUALITY OF SERVICES RENDERED, INCLUDING ANY WARRANTY WITH RESPECT TO THE TIMELINESS, ACCURACY, OR SUITABILITY THEREOF.

The User agrees not to make any claim or bring action against NOAA, CNES, CLS, or Service Argos, Inc., or any of their affiliates, or any of their employees or agents and the User agrees to indemnify and hold each such entity and individual harmless against any such claim or action brought by any third party and any award of damages, loss or other expense incurred in connection therewith (including fees of counsel) where such claim of action is based, directly or indirectly, in whole or in part, on the performance or non-performance of services described.

In the event that these General Rules and Conditions conflict or are inconsistent with the terms of any other document furnished to the User or with any understanding, written or oral, between the User and Service Argos, Inc., then the terms of these General Rules and Conditions shall prevail notwithstanding such other documents or understanding unless otherwise agreed in writing by both parties.