

SERVICE CONTRACT

CLS America, Inc.

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

PROGRAM NAME: _____ PROGRAM #: _____

SERVICES: BASIC SERVICE ☐ A01 ☐ A02 ☐ A03 INACTIVE SERVICE ☐ A60 ALP SERVICE ☐ K60		ADDITIONAL FEES (REFER TO CATALOG FOR DETAILS): ALL PROGRAMS MAY AUTOMATICALLY INCUR ADDITIONAL COSTS FOR UNUSED ID NUMBERS. ALL PLATFORMS THAT TRANSMIT DURING A MONTH WILL BE CHARGED THE MONTHLY ACTIVE PLATFORM FEE.	
ADDITIONAL SERVICES: (NOT COVERED UNDER THE JTA) EMAIL OR FTP ☐ T14 TELNET ☐ T40 WEB INTERFACE ☐ PROCESSING MODIFICATIONS ☐ C20		DATABANK: CD ☐ B60 FOR OTHER USERS' DATA TO BE RECORDED ON MEDIA, WRITTEN NOTIFICATION FROM THE PROGRAM MANAGER GRANTING PERMISSION MUST BE ON FILE WITH CLS AMERICA, INC. PLEASE LIST ARGOS PROGRAM NUMBERS BELOW. _____ _____	CLS America, Inc. USE ONLY CONTRACT # _____ BY: _____ DATE: _____
ALL DATA AND PRODUCT MEDIA REMAINS PROPERTY OF RECIPIENT			
FORWARD PRODUCTS TO NAME _____ ORGANIZATION _____ ADDRESS _____ _____ _____ TELEPHONE # _____ EMAIL _____		INVOICES TO BE SENT TO NAME _____ ORGANIZATION _____ ADDRESS _____ _____ _____ PURCHASE ORDER # _____ Credit Card Authorization Attached? ☐ YES ☐ NO	
General Rules and Conditions printed on the reverse side are part of this Agreement. DURATION OF SERVICE CONTRACT: FROM: _____ TO: _____ (Must correspond with Users' Purchasing information) PROGRAM MANAGER AND/OR AUTHORIZED PERSON _____ ADDRESS _____ _____ SIGNATURE _____ DATE _____			

GENERAL RULES AND CONDITIONS

1. CONTRACTUAL DOCUMENTS REQUIRED BY CLS America, 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. Service Contract: 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 Contract, 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 Basic and Inactive Services. 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, CLS America, Inc. has not received a Service Contract or Technical File, the program is automatically processed and billed under Basic Service. Once the Service Contract is received, the necessary modifications will be made.
- C. If the Service Contract 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 Contract will be applied to any new platform(s) added to the program.
- E. Purchase orders submitted to supplement a Service Contract should include a reference to the Program Number and/or Customer Account Number.
- F. Invoices are issued quarterly.

4. MODIFICATIONS TO AN EXISTING SERVICE CONTRACT

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

- A. Program and/or contract 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 Contract, 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 CONTRACT

The Service Contract 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 CLS AMERICA, 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 CLS America, 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 CLS America, 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.