



Viper Innovations Limited
Master Services Agreement (MSA)

This MSA is to be used with LOGIC General Conditions of Contract for Services
(Onshore and Offshore) - Edition 4 – February 2019

SECTION I: FORM OF AGREEMENT

This CONTRACT is made between the following parties:

[**COMPANY NAME**], a company registered in [PLACE] with company number [NUMBER], and having its registered office at [ADDRESS] (hereinafter called the COMPANY)

and

VIPER INNOVATIONS LTD, a company registered in England and Wales with company number 6213408, and having its registered office at Unit 3A Marine View Office Park, 45 Martingale Way, Portishead, Bristol, BS20 7AW, United Kingdom (hereinafter called the CONTRACTOR)

(COMPANY and CONTRACTOR together referred to as the "PARTIES" and individually as a "PARTY").

WHEREAS:

- 1) the COMPANY wishes that certain WORK shall be carried out, all as described in the CONTRACT; and
- 2) the CONTRACTOR wishes to carry out the WORK in accordance with the terms of this CONTRACT.

NOW:

The PARTIES hereby agree as follows:

- 1) In this CONTRACT all capitalised words and expressions shall have the meanings assigned to them in this FORM OF AGREEMENT or elsewhere in the CONTRACT.
- 2) The following Sections shall be deemed to form and be read and construed as part of the CONTRACT:
 1. Section I Form of Agreement including Appendix 1
 2. Section II
 - a) LOGIC General Conditions of Contract for Services (On- and Offshore) - Edition 4 – February 2019
 - b) Special Conditions of Contract
 3. Section III Remuneration
 4. Section IV Scope of Work
 5. Section V Health, Safety and Environment
 6. Schedule Variation Order Request Form

The Sections and the Schedule shall be read as one document, the contents of which, in the event of ambiguity or contradiction between Sections, shall be given precedence in the order listed, with the exception that the Special Conditions of Contract shall take precedence over the General Conditions of Contract.

- 3) In accordance with the terms and conditions of the CONTRACT, the CONTRACTOR shall perform and complete the WORK and the COMPANY shall pay the CONTRACT PRICE.

- 4) The terms and conditions of the CONTRACT shall apply from the date specified in Appendix 1 to this Section I - Form of Agreement which date shall be the EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT.
- 5) The duration of the CONTRACT shall be as set out in Appendix 1 to this Section I - Form of Agreement.

The authorised representatives of the PARTIES have executed the CONTRACT in duplicate upon the dates indicated below:

For: **VIPER INNOVATIONS LTD**

(CONTRACTOR)

Name:

Title:

Date:

For:

(COMPANY)

Name:

Title:

Date:

APPENDIX 1 TO SECTION I - FORM OF AGREEMENT

Reference		
Section I		
Clause 4	The EFFECTIVE DATE OF COMMENCEMENT OF THE CONTRACT is:	
Clause 5	The duration of the CONTRACT is:	
Section II		
Clause 1	The subsea system for the PERMITTED PURPOSE is:	
	The SITE is:	
Clause 3.1(a)	The COMPANY REPRESENTATIVE is:	
	The CONTRACTOR REPRESENTATIVE is:	
Clause 5.1	The COMPANY designated heliport is:	
	The COMPANY designated supply base is:	
Clause 10.2(b)	The Defects Correction Period is:	See Clauses V10, P10 and T10
Clause 13.8	The period of suspension is:	thirty (30) days
Clause 14.3	Latest time for receipt of invoices:	ninety (90) days
Clause 14.9	Interest rate per annum – Base Rate plus:	5% p.a
Clause 17.4	Rights shall vest in:	CONTRACTOR
Clause 20.2	Insurance by the CONTRACTOR, the amounts are:	
	Employers' Liability	5,000,000 GBP
	General Third Party	5,000,000 GBP
Clause 24.7(a)(iii)	Special Conditions remaining in full force and effect shall be:	1. All Clauses of the Special Conditions which modify those Clauses of the General Conditions listed in Clause 24.7(a)(ii). 2. Clause V36.
Clause 28.5(d)	The period of suspension is:	30 Days
Clause 29.6	The addresses for the service of notices are:	
	COMPANY	
	CONTRACTOR Unit 3A Marine View Office Park 45 Martingale Way Portishead Bristol BS20 7AW legal@viperinnovations.com	
Clause 30.1(a)	Limitation of Liability - the sum is:	PURCHASE ORDER value

Clause 30.2	The Limitation Period is:	6 years
	from:	The event giving rise to the relevant claim
Clause 31.1(b)	Resolution of Disputes. The nominees are:	
	COMPANY	
	CONTRACTOR	
	Jan Stevenson, Operations Manager	
Clause 34.1	The applicable delivery term (Incoterms 2020) is:	FCA
	The delivery location is:	Portishead, UK

SECTION II(b): SPECIAL CONDITIONS OF CONTRACT

COMMON CONDITIONS

The following Special Conditions of Contract shall apply, and take precedence, for all WORK supplied under the CONTRACT. The clause numbers cross-reference to the respective clause in LOGIC General Conditions of Contract for Services (Onshore and Offshore) - Edition 4 – February 2019.

C1 DEFINITIONS

In Clause 1, add definitions as follows:

“DELIVERY DATE” means the date the CONTRACTOR delivers the PRODUCT and/or WORK as detailed in the applicable PURCHASE ORDER.

“INSTALLATION DATE” means the date the PRODUCT is installed at SITE.

“LICENCE TERM” means the duration of a RUN-TIME LICENCE.

“PERMITTED PURPOSE” means the use to which the PRODUCT or WORK will be applied. In the case of V-LIFE the PERMITTED PURPOSE will be the attempted recovery of Insulation Resistance in the subsea system specified in Appendix 1 to Section I.

“PRODUCT” means the hardware or software that is proprietary to CONTRACTOR and is provided by CONTRACTOR pursuant to a PURCHASE ORDER. It includes, but is not limited to, V-LIM and V-LIFE.

“PURCHASE ORDER” means the order(s) for the WORK which COMPANY may issue to CONTRACTOR from time to time, for the performance of WORK against the CONTRACT, in whatever documentary form and of whatever title.

“RUN-TIME LICENCE” means a licence to use the CONTRACTOR’s proprietary V-LIFE technology for the LICENCE TERM.

“SERVICES” means technical consultancy services involving the exercise of a professional judgement regarding but not limited to the condition, status, improvement opportunities, risk of deterioration, potential operational lifespan, or any other technical characteristics of COMPANY’s existing systems or part thereof, not supplied by CONTRACTOR.

“SITE” means the Platform or Offshore Facility where the PRODUCT is to be installed, as specified in Appendix 1 to Section I.

“V-LIM” means the insulation resistance measurement device that is proprietary to the CONTRACTOR.

“V-LIFE” means the insulation resistance remediation technology that is proprietary to the CONTRACTOR.

“VAT” means value added tax, as defined by the Value Added Tax Act 1994.

C4 CONTRACTOR'S GENERAL OBLIGATIONS

In Clause 4.4, beginning in the third line, delete the words from “and fit for the intended purpose...” to the end of the sentence inclusive.

C11 VARIATIONS

Delete Clause 11 in its entirety and replace with the following:

- 11.1 Either PARTY may request a variation to the WORK, informing the other PARTY of the need for variation as soon as reasonably practicable after such need is identified and requesting a variation under the procedure set out in this Clause.
- 11.2 Variation requests shall be substantially in the form set out in contained in the Schedule to this CONTRACT and shall include such information necessary to enable the PARTIES to assess the impact of the proposed variation, it being noted that COMPANY may not be in a position to complete all fields of the form.
- 11.3 Where COMPANY requests a variation, CONTRACTOR shall return the Variation Order Request form to COMPANY within five (5) working days of receipt, or such period as is otherwise agreed between the PARTIES, either:
- (a) agreeing in principle to the variation and completing notably the cost and schedule impact of the variation; or
 - (b) refusing the requested variation and outlining the reasons for refusal.
- 11.4 A variation shall only become binding on the PARTIES once the Variation Order Request is signed by an authorised representative of both PARTIES and no variation to the CONTRACT shall be valid unless the provisions of this Clause 11 are complied with.
- 11.5 Until a Variation Order Request made in accordance with this Clause 11 has been signed by an authorised representative of both PARTIES, COMPANY and CONTRACTOR shall continue to perform the CONTRACT in compliance with its terms prior to the signature of the Variation Order Request.

C15 TAXES AND TAX EXEMPTION CERTIFICATES

Add new Clause 15.8:

- 15.8 All free issue equipment provided by COMPANY to CONTRACTOR, originating outside the United Kingdom, must be delivered to CONTRACTOR DDP (Incoterms 2020). In the event this is not possible, CONTRACTOR may charge COMPANY any sums which CONTRACTOR has to pay to obtain delivery of such equipment, including duties and shipping charges, plus a reasonable administration fee.

C16 OWNERSHIP

Delete Clause 16.2 in its entirety and replace with:

16.2 Subject to the provisions of Clause 17, title in the PRODUCT or other equipment, materials and supplies provided by the CONTRACTOR for incorporation into the WORK shall pass from the CONTRACTOR to the COMPANY when paid for by the COMPANY.

In Clause 16.3, delete the final sentence.

Add new Clause 16.4:

16.4 Risk of loss of or damage to the PRODUCT or any other items to be delivered under the CONTRACT, shall pass from the CONTRACTOR to the COMPANY in accordance with the applicable delivery term (Incoterm). Where such items are hand-carried by CONTRACTOR personnel, risk of their loss or damage shall pass to the COMPANY at the time of handing over to the COMPANY or the COMPANY's transport provider at the designated heliport.

Add new Clause 16.5:

16.5 Risk of loss of or damage to any equipment remaining the property of CONTRACTOR, but delivered to COMPANY to facilitate performance of the WORK, in the expectation that it will be returned once the WORK is complete (including but not limited to CONTRACTOR's tooling, test equipment and similar), shall pass from the CONTRACTOR to the COMPANY in accordance with the applicable delivery term (Incoterm). Where such items are hand-carried by CONTRACTOR personnel, risk of their loss or damage shall pass to the COMPANY at the time of handing over to the COMPANY or the COMPANY's transport provider at the designated heliport, and shall pass back to CONTRACTOR at the time of collection by CONTRACTOR's representative at the same location.

If COMPANY does not return such equipment to CONTRACTOR or make it available for collection by CONTRACTOR at the designated heliport in either case within 30 (thirty) days of the end of deployment of CONTRACTOR personnel to the SITE, CONTRACTOR shall be entitled to invoice COMPANY for the full cost of replacement equipment plus CONTRACTOR's costs, in accordance with Section III: Remuneration, Paragraph 6 – Contract Rates: Third-Party costs, freight charges, expenses (last line of table). Such invoice shall be payable immediately upon receipt.

C17 PATENTS AND OTHER PROPRIETARY RIGHTS

In Clause 17.7, at the end of the first sentence, amend and add text as follows:

"... except where such infringement necessarily arises from the TECHNICAL INFORMATION, the COMPANY's instructions, and/or the combination of PRODUCT or any other items to be delivered under the CONTRACT with third-party items."

C19 INDEMNITIES

In Clause 19.2(d), in the first sentence, delete:

“... as specified and defined in and in accordance with Appendix 1 to Section I – Form of Agreement...”

Delete Clause 19.3 in its entirety and replace with:

19.3 Except as provided by Clause 19.1(a), Clause 19.1(b) and Clause 19.4, the COMPANY shall save, indemnify, defend and hold harmless the CONTRACTOR GROUP from and against any claim of whatsoever nature arising from:

- (a) pollution or contamination, whether arising from any of the circumstances described in (b) to (i) below, or independently thereof
- (b) loss of or damage to any well or hole
- (c) blow out
- (d) fire
- (e) explosion
- (f) cratering or any uncontrolled well condition (including the costs to control a wild well and removal of debris)
- (g) damage to any reservoir, geological formation or underground strata or the loss of oil or gas therein
- (h) the use of radioactive tools in relation to the WORK or any contamination resulting therefrom (including retrieval and/or contamination and clean up)
- (i) subsea retrieval costs arising from any of the foregoing

arising from, relating to or in connection with the performance or non-performance of the CONTRACT.

In Clause 19.4, delete the words:

...or originating from the property and equipment of the CONTRACTOR GROUP (including but not limited to marine vessels).

C20 INSURANCE BY CONTRACTOR

In Clause 20.2, amend point (c) to read:

- (c) if applicable to CONTRACTOR’s scope of work, Third Party and Passenger Liability insurance and other motor insurance as required by applicable jurisdiction;

C22 CONFIDENTIALITY

In Clause 22.4, insert the following new paragraph before the final paragraph:

In the event that a member of the COMPANY GROUP which has received information pursuant to sub-Clause 22.4(a) does or omits to do any act in respect of that information which, if done or omitted to be done by the COMPANY, would be a breach of this Clause 22, the COMPANY shall be liable to the CONTRACTOR as if it had itself committed such breach.

C24 TERMINATION

In Clause 24.1(b), replace “default” with “material breach”.

Delete Clause 24.1(c) in its entirety, and replace with:

- (c) if CONTRACTOR
- (i) makes any agreement with its creditors compounding debts;
 - (ii) enters into liquidation whether compulsory or voluntary (otherwise than for the purposes of and followed by amalgamation or reconstruction);
 - (iii) becomes unable to pay its debts;
 - (iv) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - (v) becomes subject to a restructuring plan under Part 26A Companies Act 2006;
 - (vi) becomes subject to a scheme of arrangement under Part 26 Companies Act 2006;
 - (vii) otherwise becomes insolvent;
 - (viii) suffers any execution against its property;

or if COMPANY reasonably believes that any of the foregoing circumstances exist or may imminently come into existence.

In Clause 24.3, delete points (b), (c) and the final sentence.

In Clause 24.5:

in the first line, after “Clause 24.1(b)”, insert “or (c)”

Delete the final sentence.

Add new Clause 24.8:

24.8 CONTRACTOR shall have the right to terminate the CONTRACT if:

- a) the COMPANY has materially breached the terms and conditions of the CONTRACT or,
- b) COMPANY
 - (i) makes any agreement with its creditors compounding debts;
 - (ii) enters into liquidation whether compulsory or voluntary (otherwise than for the purposes of and followed by amalgamation or reconstruction);
 - (iii) becomes unable to pay its debts;
 - (iv) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - (v) becomes subject to a restructuring plan under Part 26A Companies Act 2006;
 - (vi) becomes subject to a scheme of arrangement under Part 26 Companies Act 2006;
 - (vii) otherwise becomes insolvent;
 - (viii) suffers any execution against its property;

or if CONTRACTOR reasonably believes that any of the foregoing circumstances exist or may imminently come into existence.

C26 LIENS

In Clause 26.1, delete: the words “on the WORK or”.

C29 GENERAL LEGAL PROVISIONS

Amend Clause 29.6 Notices as follows:

In the first line, replace “...by hand, by fax or by first class post...” with “...by hand, by e-mail, by first class post, or by courier or other tracked service providing proof of delivery...”.

Delete point (b) in its entirety and replace with:

- (b) if sent by e-mail, on the first working day at the recipient’s address following the date of sending, subject to no delivery failure message first being received by the sender;

At the end of point (c), replace the full stop with a semicolon, and add new point (d):

- (d) if sent by courier or other tracked service providing proof of delivery, when the provider’s tracking service indicates that delivery has taken place.

In the last line, replace “... by either e-mail, fax or letter” with “... by either e-mail or letter.”

C30 LIMITATIONS OF LIABILITY

Delete points (a) and (b) in Clause 30.1 and replace with:

The CONTRACTOR’s total cumulative liability to the COMPANY GROUP arising out of or related to the performance of a PURCHASE ORDER shall be limited to the sum specified in Appendix 1 to Section I – Form of Agreement, or in the absence of such sum, the value of that PURCHASE ORDER.

In Clause 30.2, delete from the words: “provided, however...” to the end of the sentence inclusive.

In Clause 30.3, add the following as a second sentence:

“Exclusions and limitations of liability under the CONTRACT do not apply to any liability which by law, cannot be excluded or limited.”

Add new Clauses 30.5 and 30.6:

30.5 If CONTRACTOR fails to deliver any PRODUCT or complete another element of the WORK by the DELIVERY DATE, then after a grace period of one (1) week, COMPANY shall be entitled to claim liquidated damages in respect of such delay, in an amount of half of one percent (0.5%) of the value of the delayed item(s) per week of delay, to a maximum of five percent (5%) of the value of the delayed items, in full and final settlement of all loss arising from the delay. Such delay shall not constitute a default entitling the COMPANY to terminate the CONTRACT under Clause 24.1(b), until the maximum amount of liquidated damages has been reached.

30.6 The liquidated damages payments foreseen in Clause 30.5 represent a genuine pre-estimate of the COMPANY's loss.

C35 DELIVERY AND INSTALLATION

Add new Clause 35:

35.1 CONTRACTOR shall deliver the PRODUCT in accordance with the applicable delivery term (Incoterms 2020) and to the location stated in Appendix 1 to Section I – Form of Agreement. If none are stated, then delivery shall be FCA, Portishead, United Kingdom..

35.2 CONTRACTOR shall not be liable for any loss or damage suffered by COMPANY as a result of any delays in the collection or delivery of PRODUCT for any reason. CONTRACTOR may invoice COMPANY for the costs of storing any PRODUCT not collected by COMPANY within 30 (thirty) days after it is made available for collection.

35.3 Unless otherwise agreed in the PURCHASE ORDER, the COMPANY must obtain, at its own expense, all necessary approvals, permits and consents of all relevant government, statutory or other authorities required for the installation and operation of the PRODUCT at the SITE.

35.4 The COMPANY shall not use the PRODUCT other than for the PERMITTED PURPOSE, at the SITE.

V-LIM AND V-LIFE SERVICES

In addition to the Common Conditions above, the following Special Conditions of Contract shall apply, and take precedence, for the supply under the CONTRACT of V-LIM and V-LIFE services. The clause numbers cross-reference to the respective clause in LOGIC General Conditions of Contract for Services (Onshore and Offshore) - Edition 4 - February 2019.

V10 EXAMINATION AND DEFECTS CORRECTION

Delete Clause 10.2 in its entirety and replace with the following:

10.2 V-LIM Warranty

- (a) CONTRACTOR warrants that V-LIM units will conform to and function in accordance with their specification for a period of 12 months from their INSTALLATION DATE, subject to installation occurring not later than 24 months after DELIVERY DATE
- (b) The warranty applicable to V-LIM units which are repaired or replaced in accordance with 10.2(a), is the longer of the remaining warranty period on the original unit, or 12 months from the DELIVERY DATE of the repaired or replaced unit.
- (c) If the installation of a replacement V-LIM unit requires support at SITE from CONTRACTOR's service engineer, then:
 - (i) the cost of the engineer's labour (including day rate, bonuses, and insurance), including travel time to/from CONTRACTOR's UK base but excluding standby time for reasons beyond CONTRACTOR's control, shall be to CONTRACTOR's account.
 - (ii) the cost of return travel to SITE from CONTRACTOR's UK base including flights, accommodation and subsistence shall be to COMPANY's account.
 - (iii) standby time incurred for reasons outside of CONTRACTOR's control shall be charged by CONTRACTOR to COMPANY at the appropriate offshore day rate.
- (d) CONTRACTOR's sole obligation, and COMPANY's sole remedy in respect of V-LIM units that fail to comply with the warranty in Clause 10.2 (a) or (b) above, is to repair or replace, at CONTRACTOR's sole discretion, the non-conforming V-LIM unit, and for the costs of engineering support to the extent specified in Clause 10.2 (c), in full and final settlement of all claims arising therefrom.
- (e) All warranties that V-LIM units are of satisfactory quality or fit for a particular purpose, and any other warranties not expressed in this CONTRACT, are hereby excluded to the extent permitted by law.
- (f) All claims for repair or replacement under this Clause 10.2 must be notified to CONTRACTOR during the period of the warranty in which the relevant non-conformity or failure to function arose.

Add new Clause 10.3:

10.3 V-LIFE Warranty

- (a) The remedies provided in this Clause 10.3 apply only to 6- or 12-month V-LIFE licences. No remedies are provided for shorter licence durations.
- (b) If the V-LIFE function ceases to maintain insulation resistance ('IR') at or above the level present at the time V-LIFE was initially applied to that channel, then the following remedies are available to the COMPANY:
 - (i) Either a transfer of the licence to another channel on the same installation, with activation of the remainder of the licence on the new channel occurring not later than 12 months after cessation on the original channel;
 - (ii) Or a partial refund of the licence fee, calculated on the following basis

$$R = F - (U \times M)$$

Where:	R	is the sum to be refunded
	F	is the total fee paid for the licence
	U	is the number of months of the licence used, rounded up to whole months
	M	is the fee for a 1-month licence, as specified in Section III: Remuneration, paragraph 6: Contract Rates.

COMPANY must inform CONTRACTOR which of the above options it wishes to apply, within 1 month of cessation of V-LIFE on the relevant channel. If COMPANY does not select an option by that deadline, then the option in 10.3(b)(i) will apply.

Once COMPANY has informed CONTRACTOR which option it wishes to exercise, CONTRACTOR shall supply COMPANY with a configuration file to disable V-LIFE on the original channel. COMPANY shall upload that file to the relevant V-LIM, then provide the datalog to CONTRACTOR to confirm that this has been done. The transfer, suspension or refund shall be effective from receipt of such confirmation.

If COMPANY elects to continue to apply V-LIFE despite IR having declined below the level present at the time V-LIFE was initially applied to that channel, then the above remedies shall not apply.

- (c) COMPANY acknowledges and agrees that:
 - (i) The remedies specified in this Clause 10.3 are the sole and exclusive remedies available in the event that the V-LIFE service does not produce the intended effect;
 - (ii) Notwithstanding any other provision of this CONTRACT, all warranties in respect of V-LIFE, including but not limited to any warranty that V-LIFE will achieve a particular effect, is of satisfactory quality or fit for a particular purpose, are hereby excluded to the maximum extent permitted by law; and
 - (iii) The foregoing limitations and exclusions are reasonable taking account of the circumstances, notably that the ability of V-LIFE to recover IR, and to continue to maintain IR at a useable level, is dependent on various external factors which are not

attributable to and cannot be controlled by V-LIM and the software which applies the V-LIFE function.

V36 RUN-TIME LICENCE TERMS

Add new Clause 36:

- 36.1 Where COMPANY wishes to obtain a RUN-TIME LICENCE for use on a subsea asset to which V-LIFE has never been applied, or after a break in application of V-LIFE to that channel, COMPANY shall co-operate with CONTRACTOR to allow CONTRACTOR to assess the technical suitability of that channel for remediation of insulation resistance by V-LIFE. CONTRACTOR shall have absolute discretion to determine whether or not the relevant channel is a suitable candidate for V-LIFE.
- 36.2 Should CONTRACTOR conclude that the channel is a suitable candidate for V-LIFE, then CONTRACTOR shall supply a RUN-TIME LICENCE to COMPANY, free of charge, for a trial period of up to ten (10) days.
- 36.3 RUN-TIME LICENCES for use after the trial period are available in LICENCE TERMS of 30 (thirty days), 182 (one hundred and eighty-two) days or 365 (three hundred and sixty-five) days duration. COMPANY may purchase a RUN-TIME LICENCE by placing a PURCHASE ORDER with CONTRACTOR in accordance with the terms of the CONTRACT.
- 36.4 Where CONTRACTOR supplies a RUN-TIME LICENCE for a trial period or COMPANY elects to purchase one, CONTRACTOR grants to COMPANY the right to use V-LIFE for the PERMITTED PURPOSE, on the V-LIM unit with the serial number in the PURCHASE ORDER, for the relevant LICENCE TERM. No rights are granted to COMPANY other than those expressly stated in this CONTRACT.
- 36.5 Upon the supply or purchase of a RUN-TIME LICENCE in accordance respectively with Clause 36.2 or 36.3, CONTRACTOR shall provide to COMPANY a software configuration file to the COMPANY, as an e-mail attachment. It is COMPANY's sole responsibility to ensure that the software configuration file is uploaded to the relevant V-LIM unit owned by the COMPANY. Once uploaded, that V-LIM unit will apply the V-LIFE function to the channel of the subsea system to which it is connected, for the LICENCE TERM. At the end of the LICENCE TERM, the V-LIFE function is disabled automatically.
- 36.6 RUN-TIME LICENCES are not transferable to another V-LIM unit, another channel on the same subsea system, or to other channels, except with the consent of the CONTRACTOR. COMPANY acknowledges and agrees that such consent may be subject, without limitation, to successful technical assessment of the target channel or system as a suitable candidate for V-LIFE. CONTRACTOR shall have no liability for loss or damage arising from such transfer which has occurred without CONTRACTOR's consent.
- 36.7 Should COMPANY elect not to renew a RUN-TIME LICENCE and the end of its LICENCE TERM, CONTRACTOR shall have no liability to COMPANY GROUP for any loss or damage whatsoever, arising from:
- (a) any decline in insulation resistance on the relevant subsea system; or
 - (b) any inability of V-LIFE to recover insulation resistance on the relevant subsea system, if a RUN-TIME LICENCE is reapplied after a break in service.

36.8 Notwithstanding Clause 24.1(a) or any other provision of the CONTRACT, RUN-TIME LICENCES cannot be terminated for the convenience of COMPANY.

PRODUCT SUPPLY

In addition to the Common Conditions above, the following Special Conditions of Contract shall apply, and take precedence, where the supply under the CONTRACT is hardware or software PRODUCTS other than V-LIM or V-LIFE. The clause numbers cross-reference to the respective clause in LOGIC General Conditions of Contract for Services (Onshore and Offshore) - Edition 4 – February 2019.

P10 EXAMINATION AND DEFECTS CORRECTION

Delete Clause 10.2 in its entirety and replace with the following:

- a) CONTRACTOR warrants that PRODUCTS other than V-LIM and V-LIFE will conform to and function in accordance with their specification for a period of 12 months from their DELIVERY DATE. All warranties that PRODUCTS are of satisfactory quality or fit for a particular purpose, and any other warranties not expressed in this CONTRACT, are hereby excluded to the extent permitted by law.

This warranty extends to provision of replacement parts and is limited to replacement of defect parts or equipment based on delivery FCA (Incoterms 2020) Portishead, UK and does not include any on site repairs, man-hours, travelling or accommodation.

- b) The warranty in 10.2(a) applies to repaired or replaced PRODUCTS for the remainder of the original warranty period.
- c) CONTRACTOR is liable only for defects which appear under the conditions of operation provided for in the agreement and under proper use of the PRODUCT. CONTRACTOR shall remedy the defect without undue delay.
- d) The repair shall be carried out at CONTRACTOR's premises unless CONTRACTOR finds it appropriate to have the repair carried out where the PRODUCT is located.
- e) COMPANY shall be responsible for and bear the cost of any measures necessary to gain access to the PRODUCT. CONTRACTOR is under no circumstances liable for costs relating to the dismantling of other objects than the PRODUCT to provide access to the PRODUCT, board and lodging offshore, transport to, from, and at the offshore location, heavy lift operations offshore, or extra costs associated with guarantee work performed below the water line

TECHNICAL CONSULTANCY SERVICES

In addition to the Common Conditions above, the following Special Conditions of Contract shall apply, and take precedence, where the supply under the CONTRACT is SERVICES. The clause numbers cross-reference to the respective clause in LOGIC General Conditions of Contract for Services (Onshore and Offshore) - Edition 4 – February 2019.

T10 EXAMINATION AND DEFECTS CORRECTION

Delete Clause 10.2 in its entirety and replace with the following:

10.2 WORK constituting the deliverables for SERVICES is based information supplied by COMPANY GROUP and is provided for COMPANY GROUP to evaluate and to assist in the determination of the current status of the equipment to which it relates. COMPANY shall be solely responsible for verifying the suitability for purpose of such WORK, and retains the ultimate responsibility and resultant liability for the implementation of (a) any recommended actions identified in such WORK, or (b) any decision, based in part or in whole on such WORK, not to take any action.

All warranties that the SERVICES or WORK resulting therefrom are of satisfactory quality, will achieve any particular effect or are fit for any particular purpose, are hereby excluded. CONTRACTOR shall have no liability to COMPANY GROUP arising from the SERVICES.

CONTRACTOR warrants that the SERVICES will be performed in accordance with appropriate requirements for accuracy and quality assurance.

T36 COMPANY'S OBLIGATIONS

Add new Clause 36:

36.1 COMPANY shall at its own cost provide for CONTRACTOR the appropriate documents, reports, manuals or other documentation needed to perform the SERVICES. The above must be made available to CONTRACTOR in sufficient time to allow CONTRACTOR to complete the SERVICES in the time frame agreed by the parties.

36.2 COMPANY shall advise CONTRACTOR of all rules and regulations including but not limited to health and safety requirements that must be complied with by CONTRACTOR personnel working in the COMPANY'S premises.

36.3 The COMPANY shall make available without charge such working space and facilities at the COMPANY'S premises as CONTRACTOR may reasonably require to perform the SERVICES.

OFFSHORE SERVICES

The Common Conditions above apply to the supply of Offshore Services.

No further Special Conditions apply to Offshore Services

SECTION III: REMUNERATION

1 GENERAL

- 1.1 In consideration of the CONTRACTOR performing the WORK and meeting all of its obligations under the CONTRACT, the COMPANY shall reimburse the CONTRACTOR in accordance with the provisions of this Section III.

2 PRICE

- 2.1 The CONTRACT rates and prices shall be in Pounds Sterling (GBP).
- 2.2 Unless otherwise specified by CONTRACTOR in the quotation prices are exclusive of VAT.
- 2.3 Unless otherwise specified by CONTRACTOR in the quotation prices are for delivery FCA (Incoterms 2020) CONTRACTOR's UK facility..
- 2.4 Personnel Rates

Unless otherwise stated the personnel rates contained in this Section III shall be deemed to be fully inclusive of, but not be limited to, the following:

- (a) CONTRACTOR'S liability as employer, including all employment taxes, social security contributions, or other levies imposed by governmental authorities.
- (b) Salaries, bonus payments, pensions, holiday contributions, severance payments, medical expenses, sick pay and other employee benefits arising from the employment of personnel.
- (c) All hours worked, including any nightshift premium.
- (d) Hand tools and standard protective clothing.
- (e) All relevant payroll deductions.
- (f) Any increase in (b) above payable during the initial term of this CONTRACT.
- (g) UK mandatory offshore safety training/medical certification costs.
- (h) All costs of insurance carried by CONTRACTOR
- (i) Overhead and profit.

Mobilisation and demobilisation costs to and from the COMPANY designated hotel /quayside/heliport at COMPANY designated supply base are excluded and shall be charged separately.

3 CONTRACT PRICE

3.1 Personnel

3.1.1 A standard Onshore Day shall be based on a minimum 8 hours worked at the applicable Hourly Rate.

3.1.2 A standard Offshore Day shall be based on a minimum 12 hours worked

3.1.3 Offshore overtime shall be chargeable at a pro rata hourly rate (day rate divided by 12).

3.1.4 Offshore rates shall be applicable to all full and part days from when personnel check-in at COMPANY's designated hotel/quayside/heliport until they return onshore.

3.2 Personnel Mobilisation/Demobilisation Fee.

The fee shall be payable for each member of CONTRACTOR's personnel travelling to COMPANY's designated hotel or heliport or port of embarkation. This is a one-off charge per mobilisation to cover all travel, hotel and subsistence costs in getting to and from the heliport from the base location.

Where COMPANY's designated hotel or heliport or port of embarkation is outside the UK then travel time between the CONTRACTOR's base location and the COMPANY designated heliport shall be chargeable to COMPANY at the respective in-country onshore day rate for both outward and return journeys.

4 PURCHASE ORDER

4.1 COMPANY's total purchase order value shall be inclusive of all taxes stated by the applicable delivery term (Incoterm) as being to CONTRACTOR's account for delivery to the stated location.

5 INVOICING

5.1 All invoices submitted by CONTRACTOR shall be on the basis of the rates and prices detailed in this Section III and shall be supported by Timesheets, Packing List, and Commercial Invoice where applicable.

5.2 Product sales shall be invoiced on despatch of the goods.

5.2.1 Unless otherwise agreed, Consultancy services shall be invoiced monthly in arrears for all WORK conducted and costs incurred during the month.

5.2.2 Offshore services shall be invoiced on completion of the WORK conducted.

6 CONTRACT RATES

Description	Type	Rate (GBP)	Unit
V-LIM Line Insulation Monitor	Product Supply	£	Each
V-LIM (Portable) (Peli-Case)	Product Supply	£	Each
V-LIFE 1 Month Run-Time Licence Enables V-LIFE functionality for a period of 30 days on a single V-LIM Portable Unit (type VA-224315) or a V-LIM Unit (type VA-223619).	V-LIFE Service	£	Each
V-LIFE 6 Month Run-Time Licence Enables V-LIFE functionality for a period of 182 days on a single V-LIM Portable Unit (type VA-224315) or a V-LIM Unit (type VA-223619).	V-LIFE Service	£	Each
V-LIFE 12 Month Run-Time Licence Enables V-LIFE functionality for a period of 365 days on a single V-LIM Portable Unit (type VA-224315) or a V-LIM Unit (type VA-223619).	V-LIFE Service	£	Each
V-LIFE Interface Engineering ; Single Channel	Consultancy	£	Each
Field Service Engineer - Onshore in-country	Consultancy	£	Per Day
Field Service Engineer - Offshore	Offshore Service	£	Per Day
Mobilisation /Demobilisation to COMPANY designated heliport/quayside/hotel			
UK based personnel	Offshore Service	£	Each
Third-Party costs, freight charges, expenses	Expenses	Cost + 15%	Each

CONTRACTOR shall be entitled to increase these prices annually on the anniversary of the EFFECTIVE DATE OF THE CONTRACT ('REVIEW DATE'), on the basis of the UK Office for National Statistics' Consumer Prices Index (CPI) ONS ref. D7BT, or any successor index, using the following formula:

$$A = \frac{B}{C} \times D$$

Where:

- A increased price
- B price in effect before the increase
- C CPI figure for the EFFECTIVE DATE, or the CPI figure available on the last REVIEW DATE when a price increase was applied
- D CPI figure available on the REVIEW DATE

The CPI figure for the EFFECTIVE DATE is [INSERT FIGURE], on the basis of 2015 = 100.

“CPI figure available” means the most recent figure for that index that the Office of National Statistics has published on the relevant date, which may be up to a month old.

Where this formula produces an increase of less than 2% or a reduction, the prices shall not be changed. The maximum increase that may be applied at one revision is 10%.

Where an increase is not applied, in part or in whole, through the application of these limits or otherwise, CONTRACTOR shall be entitled in its sole discretion to add the unapplied portion to a subsequent increase, subject to the total increase at any one REVIEW DATE not exceeding 10%.

SECTION IV: SCOPE OF WORK

1 INTRODUCTION

- 1.1 This Scope of Work describes the requirement for the CONTRACTOR to provide specialist PRODUCT relating to electrical line integrity monitoring (V-LIM devices) and insulation resistance recovery technology (V-LIFE) for subsea electrical systems, and ancillary engineering and support services.

2 DETAILED SCOPE OF WORK

- 2.1 Detail of the scope of work covered by the CONTRACT is as specified in the relevant quotation or PURCHASE ORDER.
- 2.2 CONTRACTOR shall provide all personnel, equipment and materials necessary to undertake the WORK, as and when required by COMPANY in accordance with the prices contained in Section III - Remuneration.
- 2.3 CONTRACTOR represents and warrants that it possesses the necessary expertise, skills, equipment, competent personnel, organisation and facilities to perform the WORK in a manner satisfactory to COMPANY and aligned to good oil-field practices and industry standards.
- 2.4 Subject to CONTRACTOR receiving and accepting a PURCHASE ORDER from COMPANY, CONTRACTOR shall commence mobilisation of CONTRACTOR's equipment and COMPANY-owned equipment under CONTRACTOR's control, and CONTRACTOR's Personnel when it receives notification from COMPANY, in writing, to do so.
- 2.5 COMPANY shall provide reasonable notice of its expected mobilisation date. COMPANY may request CONTRACTOR to mobilise equipment or personnel at short notice and CONTRACTOR shall use commercially reasonable endeavours to comply, but CONTRACTOR shall have no liability to COMPANY arising from its inability to do so at short notice.

3 SERVICES

- 3.1 The CONTRACTOR shall provide engineering and technical support services for the WORK, as specified in CONTRACTOR's quotation or the PURCHASE ORDER.

SECTION V: HEALTH, SAFETY AND ENVIRONMENT

COMPANY to insert specific requirements as necessary.

SCHEDULE: VARIATION ORDER REQUEST FORM

	Variation Order Request		Project:	
			SJ Ref:	
Date:	VOR Number: VIL-[XXXX]-VOR-[YYY]		Rev: [ZZ]	
Requested By:				
1. Purchase Order or Contract Number and revision:				
2. Impacted PO line items or Contract Scope of Supply references':				
3. Description of proposed or requested variation:				
4. Reason for proposed or requested variation:				
5. Technical evaluation of change (Documentation, functionality, interface, standards compliance, weight, design planning):				
6. Impact and details of change (schedule, specification compliance, cost, design):				
Variation costs:				
Description:	Part No.	Quantity:	Unit Price GBP:	Line Total GBP:
Total cost impact:				
Viper approval:	Signed:			
	Date:	Name:	Position:	
Client approval:	Signed:			
	Date:	Name:	Position:	
Revised PO or Contract Cover to be issued to {ENTER EMAIL ADDRESS}				