

[\*\*\*] = both land and marine

[\*\*\*] = Marine only

[\*\*\*] = Land only + ([\*\*\*] = Shallow Water) if needed

## Stand-By conditions:

*(Terms may require capitalisation or substitution subject to terminology used in the relevant contract)*

*The below Stand-By conditions list is non-exhaustive and need to be adapted on a case by case basis.*

Client or its affiliates and employees shall be responsible for payment of the stand-by rate to Contractor, or prorate of number of teams affected by the standby conditions, during any period of time during the survey acquisition period (including mobilization and demobilization of the survey vessel) when Contractor or its affiliates and employees are unable to safely proceed with regular operations the survey due to one or more of the following events:

Periods qualifying as stand-by condition shall include but not be limited to working time lost due to the following stand-by conditions, provided they were not directly caused by Contractor's default:

### 1) Common to both Marine and Land (+Shallow Water if any):

- a) Reconnaissance or scouting at request of Client or as reasonably required for safety due to unforeseeable environmental conditions,
- b) Failure of optional equipment specified to be used upon Client's request during performance of work and not specified in Contractor's proposal
- c) Time spent on instrument and other tests or experiments requested by Client, (except routine industry standard instrument and equipment tests required to show Contractor is performing work in accordance with the contract),
- d) Waiting for satellite fix, lack of reception and radio navigational signal, waiting for stations to be moved or for new calibrations other than those planned at the beginning at the end of the survey,
- e) Time spent re-configuring/re-balancing equipment and/or changing recording parameters at request of Client,
- f) Time spent waiting on permits, authorisations, licences and port clearances, under Contractor's responsibility but only when Contractor has not been diligent in trying to obtain them.
- g) Failure of Client to deliver instructions or program or permits or other items or services that have been agreed to be provided by Client or due to non-attendance of Client personnel,
- h) Time lost caused by local authorities for reasons outside the control of Contractor
- i) Interference by oilfield activity, including drilling, supply movements, pipe-laying, piling etc., provided Contractor has made all reasonable efforts to minimise the interference,
- j) Time lost as a result of the interference by third parties, including third party pressure groups, provided Contractor has made all reasonable efforts to minimise the interference,

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- k) Time during which recording is not possible because excessive environmental noises or other noise interference or that such working time is prevented due to interference from third party or Client group operations,
- l) Time lost through third party interference or Client group operations (including but not limited to traffic, diving, rigs, platforms, pipe-laying, drilling, engineering, construction, fishing, shipping, seismic operations, tanker and all associated movement or other similar activities) over which Contractor has no direct control. Seismic vessel(s) interference shall be exclusive of interference caused by another vessel of Contractor engaged in multi-client or other non-proprietary acquisition.
- m) Compliance with JNCC guidelines and/or environmental licences, regulations or permits, regarding the presence of wildlife, including but without limitation, protected species, flora or fauna and where such guidelines require a deviation or relocate to other areas or recommend the suspension of recording operations and/or the testing of the effect of recording and analysing operations on the aforementioned wildlife. However actual recording operations taking place for the purposes of such tests shall be remunerated at the (sq.) Km Rate,
- n) Force Majeure event,
- o) Recording data which are subsequently rejected in accordance with the technical specifications, due to noise resulting from Stand-By conditions,
- p) Delays in crew changes caused by a Stand-By condition,
- q) Downtime due to unavoidable damages or loss of or damage to Contractor group equipment, including but not limited to, damage to towed or deployed equipment with uncharted obstructions, fishing nets or debris, theft, vandalism, acts of god, (provided such loss or damage was not due to Contractor's negligence),
- r) Suspension at Client's request through no default of Contractor,
- s) Bad weather and its consequences

## 2) Specific to Marine (In addition to item 1):

- a) Interference from other seismic vessels, or other sources beyond the control of Contractor (e.g. fishing vessels, marine traffic/debris i.e. floating and/or submerged)
- b) Interference with the vessels' navigation signals from an outside source provided Contractor' system contains an appropriate number of back-up stations, and providing all equipment is functioning optimally,
- c) Presence of wildlife including without limitation cetaceans or other marine mammals requiring the suspension of recording operations,
- d) Time lost or line change time in excess of the stated nominal line change time or extended/additional line changes or overlaps recorded as a result of but not limited to, Client instructions, obstructions, or fishing activity, and time required circling around and recording overlap where lines are interrupted due to any of the stand-by conditions, provided such time is not due to deficiencies or faults of Contractor,

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- e) Additional sail time resulting from compulsory one-way shooting,
- f) Time lost due to accidental damage and or repair or entanglement of streamer(s), source(s) or diverter(s) during the course of normal operations and resulting from causes beyond Contractors control. Contractor shall take all reasonable precautions in design and operation of equipment to avoid accidental damage due to entanglement,
- g) Any port call made during an extended period of bad weather for any reason other than to remedy a Contractor downtime situation, shall qualify for Stand-by condition until the bad weather period has ended,
- h) Non-availability of chase vessel or waiting for return of the chase boat, should a chase vessel be required for safety or operational reasons and provided Contractor has obtained prior approval from Client for the non-availability of the chase vessel. Non availability of escort vessel.
- i) When assisting ships in distress or saving life at sea including, if required, transit to/from and stay in port,
- j) Sail time because of a port call requested by Client, for any reason other than to remedy a contractor downtime situation,
- k) Transit time from port of mobilization to survey area (if port mobilization required by Client). Such transit time shall end upon the vessel at the start of cable deployment. Also Transit time from survey area to port of demobilization (if port of demobilization required by Client),
- l) Time lost due to tide effects, atmospheric conditions, detrimental currents and its consequences (including re-shooting, redeployment of streamers), presence of reefs or salinity variations and all other detrimental factors of the environment causing feathering, cables instability and resulting in unavoidable deviation from technical specifications. This includes time lost waiting for suitable environmental conditions (e.g. tides, good visibility etc.) to allow repair, retrieval, deployment, shooting etc.
- m) Time spent reconfiguring deployed OBC cables at Client's request,
- n) Downtime as a result of damage to towed or deployed equipment with uncharted obstructions, collision with another vessel or equipment, fishing nets or floating debris, not due to Contractor's negligence, or shark bites, or barnacles growth or other marine life, including, with the exception to repairs to the cable(s) that should have been done before the occurrence of the main damage or for the normal maintenance of the cables after a prolonged stay in the water.
- o) Waiting because of ice or sea conditions that causes unacceptable loss of data quality, delays maintenance of in-sea equipment, crew change and refueling/resupply operations or causes risk to personnel and equipment.
- p) Time lost in expeditiously repairing towed or deployed equipment damaged by ice,
- q) time spent waiting in an area where well heads, marker buoys, platforms, drilling rigs, shipping channels, submerged obstructions, sandbanks, beaches or natural reefs and the like preclude working during the hours of darkness or when the security and safety of the survey spread would be endangered
- r) Piracy

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### 3) Specific to Land (In addition to item 1):

- a) Lack of traffic authorisations along the roads,
- b) Client requested changes such as operating priorities causing loss of efficiencies or resulting in delays in working time retrieving and re-deploying equipment,
- c) Client requested change of source or receiver configuration or recording parameters or operating priorities causing working time losses; time spent re-calibrating or re-verifying calibration of radio-positioning equipment provided that the re-calibration determines that the equipment is in good working order,
- d) Delay due to and/ or in connection with mine clearance services,
- e) Lack of fuel and/or lubricants beyond Contractor's reasonable control,
- f) Delay in the explosive's supply or due to quality of the explosive;
- g) Security, health or safety reasons or prevention of damage or loss to Contractor Group property interference or threat of interference by third party including but not limited to interference from officials and authorities, civil/community disturbances (obstruction to operations from local population), acts of vandalism and obstruction from land owners and any other interference from industrial and human activities that prevents Contractor from conducting the work and from entering any area,
- h) Permitting problems/threats to safety and security of personnel and equipment preventing Contractor to carry out normal production activities unless caused by Contractor's negligence,
- i) Delays due to monsoon season,
- j) Public holidays in the country of operations and not scheduled at the bid date,
- k) Delays due to a change in local legislation and/or Client's Safety, Health or Environmental standards which require Contractor to significantly alter its method of providing the work and which may require training of crews and personnel or delays due to unexpected changes in conditions which make the provision of the work unsafe or hazardous requiring agreement between the parties on the way forward,
- l) Bad weather and its consequences (rain, wind, lightning, floods, fog...) preventing routine operations. Also if bad weather prevents the repair, including when deployment and testing of trailing equipment
- m) Detours and time lost generated by local surface conditions, environment and archaeological considerations.
- n) Time lost for reasons not attributable to Contractor between OBC and transition or transition and Land acquisition
- o) Repair and maintenance of equipment above two days per month for the land acquisition and two days per month for the OBC acquisition and proportionally for the remaining period of time of less than thirty days
- p) Vandalism and/or theft of equipment with the resulting time spent fixing and/or repairing affected equipment
- q) Time spent in re-opening cleared lines, when it's needed due to wind blowing and closing the previously cleared accesses.
- r) Time spent when production crews are attending compulsory training and/or participating in audits / drills that prevent them carrying out their duties

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**4) To be added to 1) and 3) when Land + Shallow Water project:**

- s) When assisting ships in distress or saving life at sea including, if required, transit to/from and stay in port
- t) During any supplementary travelling resulting from compulsory one-way shooting.
- u) Extended or additional line changes or overlaps recorded as a result of but not limited to, Client instructions, obstructions, or fishing activity, and time required circling around and recording overlap where lines are interrupted due to any of the stand-by conditions, provided such time is not due to deficiencies or faults of Contractor,
- v) Non-availability of chase boat or waiting for return of the chase boat, should a chase boat be required for safety or operational reasons and provided Contractor has obtained prior approval from Client for the non-availability of the chase vessel,
- w) Transit time from port of mobilization to survey area (if port mobilization required by Client). Such transit time shall end upon the vessel at the start of cable deployment. Also transit time from survey area to port of demobilization (if port of demobilization required by Client),
- x) Time lost due to tide effects, detrimental currents and its consequences (including re-shooting), presence of reefs or salinity variations and all other detrimental factors of the environment causing cables instability and resulting in unavoidable deviation from technical specifications. This includes time lost waiting for suitable environmental conditions (e.g. tides, good visibility etc.) to allow repair, retrieval, deployment, shooting etc.
- y) Time spent reconfiguring deployed OBC cables at Client's request.
- z) Downtime as a result of damaged or towed or deployed equipment with uncharted obstructions or floating debris, not due to Contractor's negligence, or shark bites, or marine life, including, with the exception to repairs to the cable(s) that should have been done before the occurrence of the main damage or for the normal maintenance of the cables after a prolonged stay in the water.
- aa) Failure of or interference with the Navigational/GPS or shore based positioning system, Unscheduled or emergency visits to port or transit away from the survey area approved by Client (unless required by authorities or for reasons of safety),
- bb) Port calls requested by Client (other than regularly scheduled port calls).
- cc) Submarine visibility and/or currents restricting ROV functionality during flight and/or on deployment and/or retrieval of nodes
- dd) Soft seafloor restricting ROV functionality on deployment and/or retrieval of nodes
- ee) Repair and maintenance of equipment above two (2) days per month for the Land acquisition and two (2) days per month for the OBC acquisition, and proportionally for the remaining period of time of less than thirty (30) days,
- ff) Time lost for reasons not attributable to Contractor between OBC and transition or transition and Land acquisition,

**Note:**

Contractor shall use all reasonable efforts to minimize delays and effects caused by Stand-By conditions.

During periods where Stand-By conditions arise Contractor may, with Client's approval, carry out repairs or maintenance.