



KONGSBERG

Managed Service Contract

Port of Los Angeles and Long Beach

Marine Exchange Southern California

Jacobsen Pilot Services/Los Angeles Pilots

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Transmittal 1

Document Revision History

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A	13-Dec-2024	Issued for release
B	29-Jan-2025	Add JPS and LAP as Customers contract approvers
C	24-Feb-2025	Changed valid period and price table
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F	18-feb-2026	Annex 4 and some corrections in document as wordings and references in Contents
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I	20-Mar-2026	Typo correction-and new Address to Kongsberg Norcontrol

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KONGSBERG

**Marine Exchange Southern California
Managed Services Contract, Port of Los Angeles and Long Beach**

**Classification:
KNC LIMITED**

This form for Managed Service Contract is hereby entered into service between the following parties:

Marine Exchange Southern California a company organised and existing under the laws of **USA** with its registered office at 3601 S Gaffey Street, Building 803, P.O.Box 1949, San Pedro, CA 90733 (CUSTOMERS) and the City of Los Angeles, acting by its Board of Harbor Commissioners (LA Pilots) and Jacobsen Pilot Services (JPS) (hereinafter collectively referred to as "CUSTOMERS")

and

Kongsberg Norcontrol AS, a company organised and existing under the laws of Norway with its registered office at Nedre vei 8, Bygg 24, 3183 Horten NORWAY (hereinafter referred to as "SUPPLIER").

The CONTRACT will commence on 01 April 2026 (the "Commencement Date") Contract timeframe is 3years

In this Form of Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Standard Terms and Definitions for Managed Service Agreement (Annex 1) unless otherwise explicitly set forth herein.

Executed as follows:

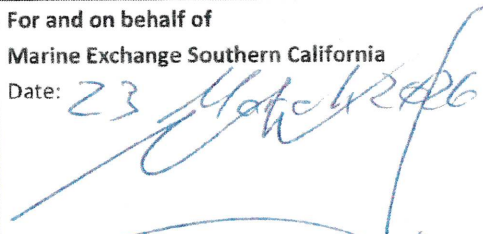
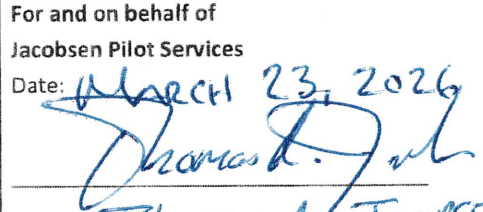
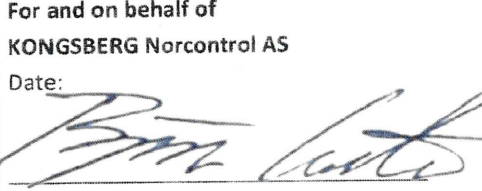
<p>For and on behalf of Marine Exchange Southern California Date: <u>23 March 2026</u>  Name: <u>S. Kip Louth</u> Title: <u>Executive Director</u></p>	<p>For and on behalf of LA Pilots Date: City of Los Angeles, by its Board of Harbor Commissioners By: Name: Eugene D. Seroka Title: Executive Director Approved to form: <u>Joy Crose</u> Joy Crose, Asst. General Counsel</p>
<p>For and on behalf of Jacobsen Pilot Services Date: <u>MARCH 23, 2026</u>  Name: <u>THOMAS A. JACOBSEN</u> Title: <u>PRESIDENT</u></p>	<p>For and on behalf of KONGSBERG Norcontrol AS Date:  Name: Björn Coster Title: VP Marketing and Sales</p>

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1 INTRODUCTION

This Managed Services proposal is submitted to CUSTOMERS by Kongsberg Norcontrol (Kongsberg) for the support of the full Kongsberg System (System) installed at Marine Exchange Southern California, Jacobsen Pilot Services and Los Angeles Pilots. The System's sensors and services delivered and maintained by other parties than Kongsberg Norcontrol are outside this scope of contract.

1.1 Background

Kongsberg is committed to supporting our world-wide customer base for the long-term. In recent years we have seen a change in the services that we require to provide our customers, as CUSTOMERS, to ensure that contracted System is kept up to date, protected from cyber threats and these services are delivered in a recognized framework.

1.1.1 Cyber Security

To safeguard the System against cyber threats, it is essential to adhere to established cybersecurity regulations and guidelines. In recent years, frameworks such as the National Institute of Standards and Technology (NIST) Cybersecurity Framework have been developed to provide a structured approach for managing and mitigating cybersecurity risks, particularly for critical infrastructure.

In the United States, operators of such systems are required to "implement appropriate and proportionate technical and organizational measures to manage the risks to the security of network and information systems they utilize in their operations." These measures are intended to "ensure a level of security appropriate to the risk, supporting resilience and continuous operation."

Kongsberg Norcontrol remains committed to maintaining robust cybersecurity standards by continuously updating its software development framework. This ensures that Kongsberg-related software and radar tracker computers are aligned with the latest security protocols, enhancing system resilience and operational reliability in the face of evolving cyber threats.

1.1.2 ITIL and IALA Guidelines

Kongsberg's customer support services now use the Information Technology Infrastructure Library (ITIL) framework to define our Managed Services delivery. In summary, ITIL is a set of detailed practices for IT Service Management (ITSM) that focuses on aligning IT services with the needs of our customers.

Our maintenance principles are in accordance with IALA Guidelines to Maintenance of Aids to Navigation 1077.

2 SERVICES

This document describes the Maintenance Support Service for the full Kongsberg system provided to CUSTOMERS, including AIS Network system, Log and replay system, Vessel Traffic System etc..

The Support Service consists of the following managed services (specified down below):

1. Contract Management
2. Liaison Management
3. Preventative maintenance
4. Rectification maintenance
5. Service desk
6. Remote access support
7. Incident and Change Request Management
8. Incident Resolution Management
9. Event and Problem Management
10. Release and Deployment Management
11. Software upgrades
12. Change Management
13. Configuration Management
14. Auditing Service

2.1 Contract Management

Kongsberg provide CUSTOMERS with a dedicated Kongsberg Contract Manager who will be responsible for service delivery and will act as CUSTOMERS' point of contact in the Kongsberg organisation.

The Contract Manager has the responsibility to ensure contract obligations are met and the specified support is provided to CUSTOMERS' satisfaction. Contract review meetings are scheduled for once per year.

The contract Manager will also have the responsibility to ensure that the agreed reports are produced and provided to the CUSTOMERS' point of contact at the agreed time interval.

2.2 Liaison Management

This service ensures liaison between other 3rd parties that may be supporting other systems connected to the Foresight System. Typically, these systems may include Radio, Radar, WAN/LAN, VMWare, Finance, etc.

Liaison between such 3rd parties and Kongsberg is essential to ensure resources, activities and changes are coordinated.

2.3 Preventative maintenance

This service is provided to enable Kongsberg to carry out on-site preventative maintenance routines to the System, provided by Kongsberg.

A Service and Maintenance program will be prepared, and we propose one (1) visit per year and includes:

- General system tuning and alignment.
- Foresight System health check
- All Kongsberg System upgrades to latest S/W releases (general release)
- Any other major preventive maintenance activities required.

After any site visit (whether it is for preventive or rectification maintenance), a detailed report will be provided to CUSTOMERS within seven (7) days of the visit.

2.4 Rectification maintenance

This service is provided to enable Kongsberg to carry out remedial maintenance to the Kongsberg VTS System.

The fault will either be solved by our Kongsberg Remote online support or, if the fault cannot be solved in that way, CUSTOMERS can request a Kongsberg Field Service Engineer to leave his/her place of work to attend at Site for fault rectification. Cost related to such maintenance to be in accordance with std. defined terms.

Our priority definitions are as follows:

- Critical incident (P1); Complete System cannot be used,

- High incident (P2); Certain Functionalities of the System cannot be used,
- Medium incident (P3); Day to Day operations is not significantly affected,
- Low incident (P4); Day to Day operations is unaffected.

Kongsberg always treats each incident with a view of the whole System and will, in agreement, increase or reduce the priority of an Incident as appropriate. Please see chapter Incident Resolution Management for the response time per type of incident.

2.5 Service desk

This service provides a help-desk telephone which is manned by a team of seasoned Field Service Engineers all with practical experience and technical knowledge of the Kongsberg System.

Our technical help-desk service is available 24/7x365/366 to log incidents and to provide fast technical support.

2.6 Remote access support

This service, subject to secure network connectivity being made available to Kongsberg, provides remote access support enabling on-line connection between Kongsberg on-call Field Service engineers.

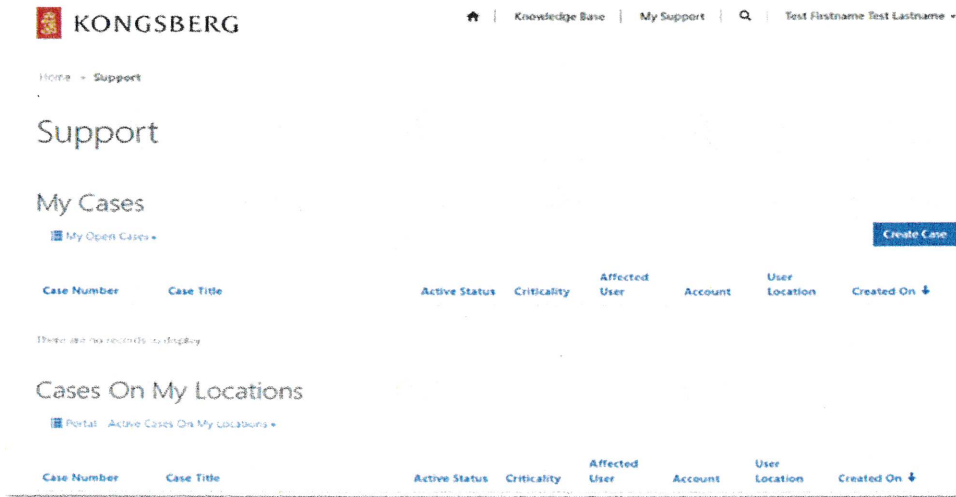
2.1 Incident and Change Request Management

This service provides access to the Kongsberg online incident reporting tool. Incidents logged into the tool are given a unique ticket/reference number by which the customer is kept informed of resolution progress and case history. The Kongsberg reporting tool is available via a web-based Customer Support Portal:

<https://kncsupport.powerappsportals.com/>



Customer support Portal front page



Support case overview

Incidents shall be logged either by Kongsberg personnel or by CUSTOMERS' appropriately trained and authorized manager/supervisor who shall act as the Site focal point for resolving the incident. This ensures the incident is appropriately prioritized (P1, P2, P3 or P4) and triaged to enable the required response from Kongsberg.

Incidents can also be reported by e-mail, these incidents will also be available in Customer support Portal.

All faults and support service requests will be logged with, among others time reported, a unique identifier number, a description, including a detailed description of the fault/request, status of the fault/request etc.

An overview of both closed and resolved cases is available in the Customer Support Portal. More detailed reports can be provided on request, or in an agreed scheduled interval. Kongsberg.

Note:

All critical incidents need to be reported by phone.

2.2 Incident Resolution Management

This service provides support to resolve an incident on a 24/7x365/366 basis. The Managed Service targets for each level of prioritization (P1, P2, P3 or P4) are listed in the table below.

Priority	Initial Response* Time	Target Restoration of Service Time	Target Fix Time for Problems
Priority 1 – Critical	30 Minutes	1 day	4 days
Priority 2 – Major	30 Minutes	2 days	8 days
Priority 3 – Minor	30 Minutes	14 days	Next scheduled Foresight MR
Priority 4 – No Operational Effect	30 Minutes	21 days	Next scheduled Foresight GR

* Initial response is provided by an automated email response from Kongsberg Incident Tool or by the Kongsberg Service desk answering a telephone call. As early as possible, within two hours of the notification, Kongsberg shall remotely access the System, confirm the fault, and log it in the Kongsberg Reporting Tool.

MR = Maintenance Release

GR = General Release – yearly

Note:

“Target” in this term is based on that Kongsberg solve issues without any needs for external support or supplies. Kongsberg will put in all needed actions to recover notified incidents without this worst-case timeline. All days are defined as Norwegian working days.

Priority classifications based on Incidents:

Potential Incident	Priority (P1, P2, P3 or P4)
No AIS data in system, Decision Support failure	P1
One of the data centres is failing	P2
No data from 2 or more radar sites	P2
Multiple Traffic Display failures at a single centre	P2
No data from one of the radar sites	P3
Software bug that affects the operation significantly	P3
Single Traffic Display failure at a single centre	P4
Software bug that easily can be worked around	P4

This list should also be used as a guideline when allocating an incident resolution priority to an incident that is not listed.

2.3 Event and Problem Management

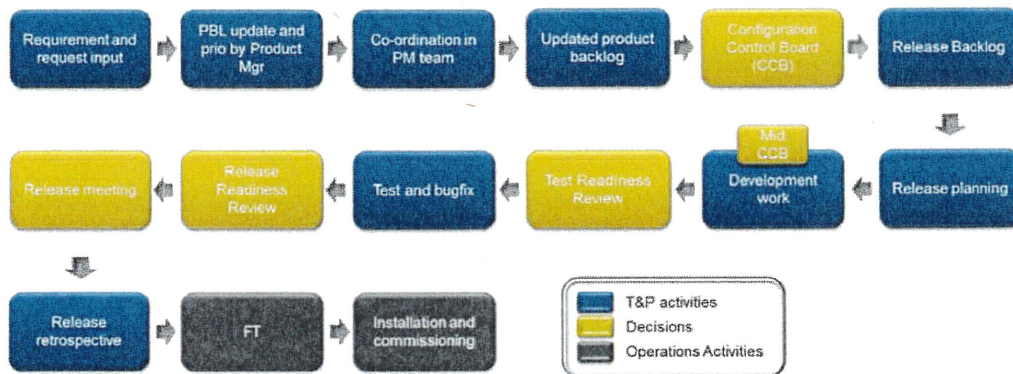
This service uses Kongsberg Support tool to identify Events and Problems. Kongsberg is using third-party monitoring software to measure equipment availability. Data from this tool can be used as part of an equipment availability report. Kongsberg provides a Service Knowledge Management System, which is a set of tools and databases used to manage knowledge, information, and data so that Events and Problems are identified.

2.4 Release and Deployment Management

This service provides yearly General Releases with release notes covering new functionality, bug fixes and knowledge improvements related to Kongsberg's System.

Kongsberg System Software upgrades are released once per year and with necessary mid releases and hot fixes as needed. CUSTOMERS' System will be upgraded with the general release annually, following the Change management process.

Our Procedure for Product Release Management in Kongsberg is illustrated in the figure below.



2.5 Software upgrades

This service provides Kongsberg System software upgrade work itself, ensuring that CUSTOMERS' System is upgraded with the latest release. This service is essential if the System is to remain compliant with international recommendations and guidelines such as those issued by IALA, ITU, IMO, etc.

If this service is required, this will be performed during yearly service.

2.6 Change Management

This service reduces risk and enables digital transformation by planning, tracking, and delivering successful changes with Kongsberg Change Management to ensure change control of the delivered System.

Collaboration between CUSTOMERS and Kongsberg to approve changes to the Kongsberg System Test and/or Production environments, while maintaining a balance between the need for change and the potential impact of change. Changes will have an associated Risk Assessment and Method Statement (RAMS).

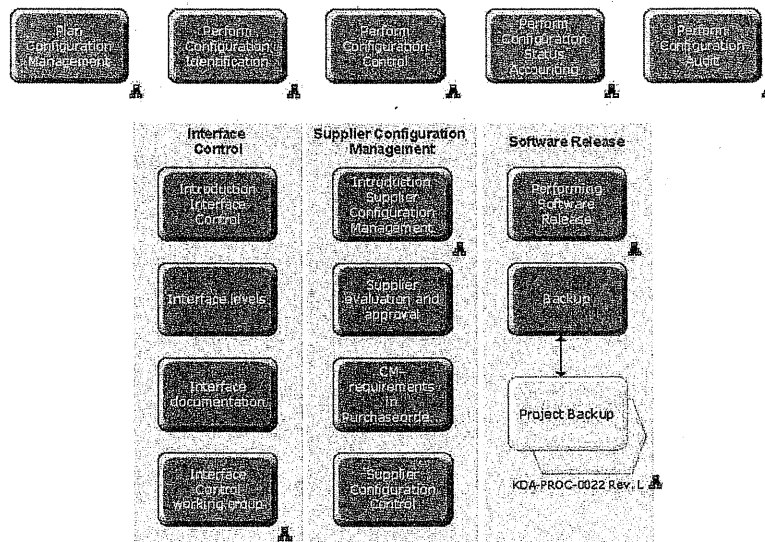
2.7 Configuration Management

The purpose of the Configuration Management process is to establish and maintain the integrity of the deliverables using configuration identification, configuration control, configuration status accounting and configuration audits.

The Configuration Management process goals are to:

- establish and maintain the integrity of baselines of identified deliverables.
- track and control changes to the deliverables under configuration management
- communicate the status of deliverables under configuration management.

The figure below describes the main activities in the Kongsberg Configuration Management process.



Configuration Management Process

2.8 Auditing Service

This agreement with Kongsberg includes full auditing support. We commit to supporting any investigations into any cyber-related security issues or incidents.

Both we and our suppliers commit to the following statement for Security Policy & Standards of Groningen Seaports and we recommend yearly auditing a scanning for vulnerabilities.

2.9 Exclusions

For the sake of clarity, the following are excluded:

- Replacement of defective hardware, after the Warranty period will be charged according to spare part price list
- Spares and consumables are understood to be procured separately after the Spares' holding strategy is agreed upon and approved by the CUSTOMERS.

ANNEX 1 - TERMS AND DEFINITIONS

The following terms and definitions have been extracted from ITIL v3 and apply to this proposal.

Alert	A warning that a threshold has been reached, something has changed, or a failure has occurred.
Capabilities	The ability of an organization, person, process, application, configuration item or IT service to carry out an activity. Capabilities are intangible assets of an organization.
Configuration Item	A Configuration Item (CI) is any component that needs to be managed in order to deliver an IT service. Information about each CI is recorded in a configuration record within the Configuration Management System and is maintained throughout its lifecycle by Configuration Management. CIs are under the control of Change Management. CIs typically include IT services, hardware, software, buildings, people and formal documentation such as process documentation and Managed Service Agreements.
Configuration Management Database	A Configuration Management Database (CMDB) stores configuration records containing attributes of CIs and their relationships. A CMS may include one or more CMDBs.
Configuration Management System	A Configuration Management System (CMS) is a set of tools and databases used to manage an IT service provider's configuration data. The CMS also includes information about Incidents, Problems, known errors, changes and releases, and may contain data about employees, suppliers, locations, business units, customers and users. The CMS includes tools for collecting, storing, managing, updating and presenting data about all CIs and their relationships. The CMS is maintained by Configuration Management and is used by all IT Service Management processes.
Configuration Model	A Configuration Model is a model of the services, assets and the infrastructure that includes relationships between CIs, enabling other processes to access valuable information (e.g. assessing the impact of Incidents, Problems and proposed changes, planning and designing new or changed services and their release and deployment, optimizing asset utilization and costs).
Definitive Media Library	A Definitive Media Library (DML) is one or more locations in which the definitive and approved versions of all software CIs are securely stored. The DML may also contain associated CIs such as licences and documentation. The DML is a single logical storage area even if there are multiple locations. All software in the DML is under the control of Change and Release Management and is recorded in the Configuration Management System. Only software from the DML is acceptable for use in a release. See Figure 18.2.
Deployment	Deployment is the activity responsible for the movement of new or changed hardware, software, documentation, process etc. to the Production Environment.

Event	An Event can be defined as any detectable or discernible occurrence that has significance for the management of the IT infrastructure or the delivery of IT service and evaluation of the impact a deviation may cause to the services. Events are typically notifications created by an IT service, Configuration Item or monitoring tool.
Event Management	The Process responsible for managing Events throughout their lifecycle. Event Management is one of the main Activities of IT Operations.
Function	A team or group of people and the tools they use to carry out one or more Processes or activities (e.g. the Service Desk or IT Operations).
Incident	An Incident is an unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of a Configuration Item that has not yet impacted service is also an Incident.
Key Performance Indicator	Only the most important metrics are defined as KPIs. KPIs should be selected to ensure that Efficiency, Effectiveness and Cost-Effectiveness are all managed.
Known Error	A Problem that has a documented root cause and a workaround. Known Errors are created and managed throughout their lifecycle by Problem Management. Known Errors may also be identified by Development or Suppliers.
Kongsberg System or "System"	AIS Display, Traffic Permit System, MetOc Display, Maritime Communication System delivered by Kongsberg.
Metric	Something that is measured and reported to help manage a Process, IT Service or Activity.
Operational Level Agreement	An Operational Level Agreement (OLA) is an agreement between an IT service provider and another part of the same organization. An OLA supports the IT service provider's delivery of IT services to the customers. The OLA defines the goods or services to be provided and the responsibilities of both parties.
Problem	A Problem is the cause of one or more Incidents.
Process	A Process is a structured set of activities designed to accomplish a specific objective. A Process takes one or more defined inputs and turns them into defined outputs. A Process may include any of the Roles, responsibilities, tools and management controls required to reliably deliver the outputs. A Process may define policies, standards, guidelines, activities and work instructions if they are needed.
Release	A Release is a collection of hardware, software, documents, processes or other components required to implement one or more approved Changes to IT services. The contents of each Release are managed, tested and deployed as a single entity.
Resource	A generic term that includes IT infrastructure, people, money or anything else that might help to deliver an IT service. Resources are considered to be assets of an organization.

Risk	Risk is defined as uncertainty of outcome, whether positive opportunity or negative threat. A possible event that could cause harm or loss, or affect the ability to achieve Objectives. A Risk is measured by the probability of a Threat, the Vulnerability of the Asset to that Threat, and the Impact it would have if it occurred.
Role	A set of responsibilities, activities and authorities granted to a person or team. A Role is defined in a Process. One person or team may have multiple roles (e.g. the roles of Configuration Manager and Change Manager may be carried out by a single person).
Service	A service is a means of delivering value to customers by facilitating outcomes that customers want to achieve without the ownership of specific costs and risks.
Service Change	Service Change is the addition, modification or removal of anything that could affect IT services. The scope should include all IT services, CIs, processes, documentation etc.
Service Design Package	(Service Design) Document(s) defining all aspects of an IT Service and their Requirements through each stage of its Lifecycle. A Service Design Package is produced for each new IT Service, major Change or IT Service Retirement.
Service Improvement Plan (SIP)	A formal Plan to implement improvements to a Process or IT Service.
Service Level Agreement	ITIL defines a Managed Service Contract as an agreement between an IT service provider and a customer. The SLA describes the IT service, records service level targets, and specifies the responsibilities for the IT service provider and the customer. A single SLA may cover multiple IT services or multiple customers.
Service Level Package	A Service Level Package is a defined level of Utility and Warranty for a particular Service Package. Each SLP is designed to meet the needs of a particular Pattern of Business Activity.
Service Management	Service Management is a set of specialized organizational capabilities for providing value to customers in the form of services.
Service Package	ITIL defines a Service Package as a detailed description of an IT service that is available to be delivered to customers. A Service Package includes a Service Level Package (SLP) and one or more Core Services and Supporting Services.
Service Request	A Service Request is a request from a user for information, for advice, for a Standard Change or for access to an IT Service.
Standard Change	A Standard Change is a pre-approved Change that is low risk, relatively common and follows a Procedure or Work Instruction.

Strategic asset	Strategic assets are assets that provide the basis for core competence, distinctive performance, durable advantage, and qualifications to participate in business opportunities. IT organizations can use the guidance provided by ITIL to transform their Service Management capabilities into strategic assets.
Supplier	A third party responsible for supplying goods or services that are required to deliver IT services.
Utility	Functionality offered by a product or service to meet a particular need. Utility is often summarized as 'what it does'.
Warranty	A promise or guarantee that a product or service will meet its agreed requirements.

ANNEX 2 –THE SCOPE OF SERVICES

1 Introduction

The obligations of Kongsberg under the CUSTOMERS will be to perform the specific SERVICES that the CUSTOMERS have agreed to obtain and that are marked as “included” on the charts in clauses defined under 1.1 On Sites Services. For the avoidance of doubt, a service not marked as “included” or “excluded” shall be considered “excluded” and a service marked as both “included” and “excluded” shall be considered “excluded”. The specific content of the SERVICES is further specified in the Standard Terms and Conditions (ANNEX 1) Clause 5 for each service category.

1.1 On Sites Services

1.1.1 Services Selection

Kongsberg offers the following Services regarding the forming part of the SYSTEM, and the CUSTOMERS have ordered the services so marked in the chart below:

Description of the SERVICE	Included	Excluded
Help Desk and Support Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remote Software Assistance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
On-call Site Visits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scheduled On-Site visits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SYSTEM Updates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SYSTEM Upgrade	<input checked="" type="checkbox"/>	<input type="checkbox"/>

1.1.2 Scheduled On-SITE SERVICES

If Scheduled On-SITE visits by a Kongsberg representative are covered by this CONTRACT, the following shall apply:

Maximum no. of visits per calendar year included	1	
Max. no. of working days on- site (á 8 hrs) per visit	10(*)	
Travel cost	Included <input type="checkbox"/>	Excluded <input checked="" type="checkbox"/>
Travel cost and arrangement in accordance with std. travel policy of Kongsberg and will be invoiced separately to this contract. (*) There will be one overall scheduled Site visit for hardware and software with a maximum of 10 days.		

As a supplemental service and always in combination with one or more Software Services, Kongsberg offers the following Services regarding the Hardware of the SYSTEM and the CUSTOMERS has ordered the services so marked in the chart below:

Description of the HARDWARE SERVICE	Included	Excluded
Help Desk and Support Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
On-call Site Visits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Scheduled On-Site visits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Consumable Parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement of Non-Consumable Parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>

1.2 Service

1.2.1 Software Service Description

There are three levels of Problem Priorities:

Problem Priority	Status	Impact
Priority 1	SYSTEM critical	SYSTEM cannot be used
Priority 2	Urgent	Certain functionalities out of use
Priority 3	Low Priority	Day-to-day operations not significantly affected

A Priority 1 Service Request will be attended to by the appropriate Kongsberg expert immediately the following Working Day in order to remedy the reported issue. If it is not feasible to remedy the Priority 1 Service Request immediately, Kongsberg shall diligently proceed with defining an Action Plan on how to remedy the issue without any delay. If CUSTOMERS and Kongsberg deem it necessary in order to effectively remedy the Service Request, Kongsberg shall have expert personnel depart for the SITE within two Working Days if On-Call SITE visits form part of the SERVICES ordered by CUSTOMERS.

A Priority 2 and 3 Service Request will be reported to the appropriate SUPPLIER expert the following Working Day.

On a Priority 2 Service Request, the appropriate Kongsberg expert will attend to the issue as soon as practical and within one Working Day, and thereafter diligently attend to the matter until resolved. If CUSTOMERS and Kongsberg deem it necessary in order to effectively remedy the Service Request, an expert will depart as soon as possible but not later than within 4 Working Days if On-Call SITE visits form part of the SERVICES ordered by CUSTOMERS.

1.2.2 On-Call-SITE visits

Kongsberg may provide On-Call SITE assistance to the extent required to resolve unresolved Service Requests regarding the Software of the SYSTEM that may not otherwise be resolved in a reasonably efficient way via the Help Desk or other remote assistance. The Kongsberg will depart within the time limit applicable to the Priority level allocated to the Service Issues as described.

1.2.3 Addresses for SITE LOCATIONS.

CUSTOMERS' SITE LOCATIONS Addresses (each a SITE or collectively SITES) are set forth below:

MARINE EXCHANGE SITE LOCATION

3601 S. Gaffey Street, Building 803
San Pedro, CA 90731

LA PILOTS SITE LOCATION

Los Angeles Pilot Service
Port of Los Angeles Berth 68,
San Pedro, CA 90733-0151

JPS SITE LOCATION

1259 Pier F Avenue
Long Beach, CA 90832

1.2.4 Scheduled On-SITE Visit

On Scheduled On-SITE visits, Kongsberg will perform general preventive maintenance, install Updates, if applicable, and otherwise attend to any pending Priority 3 Service Issues.

1.2.5 SYSTEM Updates

Kongsberg will supply CUSTOMERS with the generally available standard SYSTEM-software update releases. Such SYSTEM-software update releases will be supplied annually depending on available release and shall include modifications designed to improve SYSTEM performance, such as services up-dates improving SYSTEM stability and additional and significant improvements of functionalities. The SYSTEM update releases shall not, however, include any future product releases, options, or products for which it will licence or charge separately. Such SYSTEM-software updates shall not include updates to software developed by third parties unless such update is made generally available and is supplied to Kongsberg free of charge and is explicitly stated as included.

Kongsberg will NOT be responsible for upgrading any of the SYSTEM Hardware that becomes necessary due to any SYSTEM Update. Kongsberg will inform CUSTOMERS in advance of any SYSTEM Update if a Hardware upgrade is recommendable because of the SYSTEM Update.

1.2.6 Scheduled On-SITE Visit

On Scheduled On-SITE visits (if such visits are included in the SERVICES) Kongsberg will perform general preventive maintenance on the Hardware and otherwise attend to any pending Priority 3 Service Issues. Such scheduled visits may, in Kongsberg's discretion, be combined with Scheduled On-SITE Visits pursuant to contract.

1.2.7 Replacement of Hardware Parts

Kongsberg can during the duration of this CONTRACT replace relevant hardware parts (Consumable and Non-Consumable) as part of the scheduled visit. The contract does not cover the costs of the parts itself.

Replacement of Consumable Parts is to be conducted by Kongsberg in connection with a Scheduled On-site Visit or an On-call Site Visit unless otherwise agreed between the two parties.

ANNEX 3 – CONTRACT PRICE AND PAYMENT

1 Contract Price and Payment

1.1 Contract Price

For the first annual year (2025) of this contract CUSTOMERS shall pay to Kongsberg for the SERVICES identified in this

USD 144 383 (one hundred and forty four thousand three hundred and eighty three), exclusive business tax

1.2 Additional Costs

Travel and accommodation expenses are not included in the CONTRACT PRICE for Scheduled On-SITE visits pursuant to Clauses listed in Annex 2.

Save as set out above, travel and accommodation expenses for Kongsberg’s personnel visiting the SITE, and possible import duties or taxes for parts replaced or forwarded to the SITE and services carried out under this CONTRACT, shall be for the CUSTOMERS’s account.

1.3 Price Adjustment

Kongsberg will increase the price annually 3.5% during the term of this contract as shown in the table below

Period start	Annual cost (USD)
2026	\$144 383
2027	\$149 436
2028	\$154 666

1.4 Annual Payment Percentage Breakdown VS contract Entity

Listing of features versus entities:	Entity:	MX	JPS	LAP	Total
• WIS Server		1	1	1	3
• Kafka Server		1	1	1	3
• Video Server/Service Active-Standby		2	2	2	6
• Node Manager Server		1	1	0	2
• Ricochet		1	1	0	2
• CSOC Workstations		6	2	2	10
• Radar Tracker (s)		3	3	3	9
• AIS Basestation (s)		3	0	0	3
• Track Exporter		1	0	0	1
• Training Simulator		1	0	0	1
• Web Platform *		0	0	0	0
• Items		20	11	9	40
• Percent of total		50,00 %	27,50 %	22,50 %	100,00%
Maintenance 04/01/2026-03/31/2029	New Percentage Breakdown Shown Above	50,00 %	27,50 %	22,50 %	100 %

(*) WEB PLATFORM:

Regarding the WEB Platform (Emergency Operation Services-EOS): This is excluded this contract and will be handled in separate contract.

The EOS is operational and will be serviced in parallel to this contract due to agreement.

This feature will be included in next period of contract with its specified cost.

1.5 Payment Terms and Conditions

The CONTRACT price shall be invoiced once a year in advance on the Commencement Date of this CONTRACT and on anniversaries thereof. Kongsberg will not commence with the SERVICES until the CONTRACT PRICE for the first year has been duly received.

Payments shall be due thirty (30) days from date of invoice. CUSTOMERS undertakes to process and settle invoices by the due dates. Overdue payments are subject to a surcharge of one and a half (1.5) percent per month or the maximum permitted by law, whichever is lower.

Any non-scheduled costs will be paid separately monthly, against a Kongsberg invoice.

Commercial Terms & conditions: KONGSBERG General Conditions of Sales

1.6 Cost Share for Annual Invoice Payments.

Each year, Kongsberg shall invoice MXSoCal, who will forward the invoice to LA Pilots and JPS at the addresses for Invoices below, with an updated version of that payment year's itemized statement of the cost share payments due from LA Pilots and JPS in the format they have agreed upon. MARINE EXCHANGE shall timely settle and remit the payments on behalf of itself, LA Pilots and JPS as CUSTOMERS to Kongsberg.

For CITY:

Send Notices to:

Chief Port Pilot Accounts Payable Section

Los Angeles Harbor Department

P.O. Box 151

San Pedro, California 90733-0151

Send Invoices to:

Accounts Payable Section

Los Angeles Harbor Department

P.O. Box 191

San Pedro, CA 90733-0191, USA

For JPS (for all purposes):

Thomas Jacobsen, President

Jacobsen Pilot Service, Inc.

P.O. Box 32248

Long Beach, CA 90832, USA

Validity:

To be signed and Agreed latest 31st of March 2026

2 SPECIAL TERMS AND CONDITIONS

The following amendments to the Standard Terms and Definitions (Annex 1) have been agreed:

General terms and conditions

2.1 Additional Supplier information

- a) The first SW scheduled On-site visit shall be made on commencement of this Managed Service Contract.
- b) The SW scheduled On-site visit will be done by an expert from Kongsberg. Ref. annex 2

In addition to the above, the following have been agreed (if any):

2.2 Equipment not supported by this contract

The list below details the equipment not supported within the framework of this Managed Service Contract. Any changes to this list must be agreed between Kongsberg and the CUSTOMERS.

- Fuses, batteries and other consumable items
- Headsets, microphones, handsets, foot switches
- Backlight unit in touch screen panels
- Monitor associated with the VTMISS
- Computer keyboard and printers
- Racks, cables and connectors
- Antennas and filters
- Magnetrons
- Other

ANNEX 4 – CITY REQUIREMENTS

1 Insurance

Kongsberg shall procure and maintain at its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

- (1) **Commercial General Liability Insurance.** Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or claim.
- (2) **Automobile Liability Insurance.** Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Additionally, each policy shall include an additional insured endorsement naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.
- (3) **Professional Liability Insurance.** Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability. Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following the completed term of this Agreement. Notice of occurrences of claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's office. Additionally, each policy shall include an additional insured endorsement naming the City of Los Angeles Harbor Department, its officers, agents and employees as additional insureds.
- (4) **Occupational Injury Insurance (Norwegian name: Yrkesskadeforsikring) Employer's Liability.** Where applicable, Consultant shall comply with the provisions of Norwegian law, which requires employers to be insured against liability covering injuries and illnesses caused by work, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Consultant shall submit occupational injury insurance policies, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such insurance requirements shall include coverage for all employees of Consultant. Where Consultant retains subcontractors, independent contractors or other vendors under this Agreement, Consultant shall require and verify that all such entities maintain insurance coverage as set forth herein.
- (5) **Right to Self-Insure.** Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

2 Indemnity

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

3 GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

4 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

Date: 02/10/26

Contractor/Vendor Name: Marine Exchange of Southern California

Account#	542000	Project#	60000043
Division#	51010	Task#	2-542000-FY26
Budget FY:		Amount:	
25/26		\$32,486.18	
26/27		\$33,623.10	
27/28		\$34,799.85	
TOTAL:		\$100,909.13	
<u>For Acct/Budget Div. Use Only</u>			
Verified By:	<i>Melody M. Ugalde</i> Melody Ugalde 2026.02.13 11:51:24 -08'00'		
Verified Funds Available:	<i>Frank Liu</i> Digitally signed by Frank Liu Date: 2026.02.17 16:57:04 -08'00'		
Date Approved:	2/17/26		