



Maretron Telemetric Cloud Service End User Agreement

INTRODUCTION

1. Introduction.

The terms and conditions of this Maretron Telemetric Cloud Service End User Agreement ("**Agreement**") apply to Maretron Telemetric Cloud Service made available by Maretron, LLP ("**Maretron**"). This is a contract between Maretron and you as a subscriber ("**Subscriber**") of Maretron Telemetric Cloud Service.

2. Agreement Content.

By purchasing Maretron Telemetric Cloud Service, Subscriber agrees to abide by the terms and conditions of Agreement and Data Plan (defined in Section 10) selected by Subscriber on the form Subscriber completes, signs, and submits when ordering Service from Maretron ("**Activation Form**"). Maretron shall not be bound by Subscriber's terms and conditions on Subscriber's purchase order or elsewhere.

3. Service Description.

Maretron Telemetric Cloud Service ("**Service**") consists of data connectivity and storage services allowing Subscriber to use Maretron N2KView software running on a supported platform with an operational Internet connection to upload user-specified parametric data at user-specified time intervals from the NMEA 2000 network to the Maretron Telemetric Cloud Server ("**Server**"). The Service further consists of data connectivity and retrieval services allowing Subscriber to use one or more instances of Maretron N2KExtractor software or a supported web browser running on a supported platform with an operational Internet connection ("**Client**") to connect to the Server to remotely access the stored parametric data.

4. Definitions.

In Agreement, capitalized terms have the meanings given to them when they are first used.

5. Subscriber Representations.

Subscriber represents to Maretron that (a) Subscriber or the person executing Agreement on behalf of Subscriber is over the age of eighteen (18) years and has the power and authority to enter into and perform Subscriber's obligations under Agreement; (b) Subscriber will comply with all terms and conditions of Agreement; and (c) all information provided by Subscriber to Maretron on Activation Form or elsewhere is truthful, accurate, and complete.

6. Operation of Subscriber Account.

Subscriber shall promptly notify Maretron of any changes in Subscriber's account information. All invoices and important notices are sent to Subscriber via e-mail at the address indicated on Activation Form and not receiving these documents will not relieve Subscriber of its obligations under Agreement. Failure by Subscriber to provide Maretron with accurate, complete, or updated account information in writing shall constitute a material breach of Agreement and may result in immediate termination or suspension of Agreement.

RESALE

7. Resale.

Subscriber shall not re-sell Service or provide Service to any third party for consideration.

If Subscriber sells Subscriber's vessel on which Service is used, Subscriber may assign Agreement to the purchaser of the vessel by written notice to Maretron.

EQUIPMENT

8. Gateway and License Key.

In order to access Service, Subscriber will need a Maretron product running N2KView software ("**Gateway**"). Subscriber, at Subscriber's expense, shall be solely responsible for purchasing Gateway and maintaining and operating Gateway. N2KView software may include a Maretron Hardware License key ("**License Key**"). The Service is either linked to Subscriber's License Key, or the Service is linked to the serial number of the Maretron product running N2KView software. The License Key serial number or the Maretron product serial number must be provided on the Activation form.

This Agreement governs Service only, and does not govern or apply to any sale of Gateway, the Maretron N2KView software, or License Key.

9. Subscriber Equipment.

Subscriber, at Subscriber's sole expense, shall provide suitable electric, broadband internet, and/or satellite service and associated equipment ("**Subscriber Equipment**") to allow operation of Gateway.

10. Data Plan.

The Data Plan is specified on Activation Form. The Data Plan provides for a "**Monthly Data Ceiling**" which defines the maximum amount of data which will be transferred each month from Server to Client(s) using Service. If the amount of data transferred through Service exceeds Monthly Data Ceiling, Service shall be suspended until the end of the month during which Monthly Data Ceiling was exceeded, at which point Service will resume.

The Data Plan further provides for a "**Storage Ceiling**", which defines the maximum amount of data which will be retained on Server. If the amount of data stored on Server exceeds Storage Ceiling, the oldest stored data shall be deleted from Server until the amount of data stored no longer exceeds Storage Ceiling.

The Maretron Telemetric Cloud Service website provides means for Subscriber to view the amount of data transferred from Server to Client(s) during the current month of service at any time. Maretron will notify customer via e-mail when Subscriber's monthly data usage reaches 90% of Monthly Data Ceiling. Maretron will also notify customer via e-mail once Service has been suspended due to Monthly Data Ceiling being met.

11. Data Fees.

The pricing for Data Plan includes only the cost of relaying the data through and storing data on the Maretron infrastructure.

Subscriber is solely responsible for the entire expense of transferring data between Gateway and Server, and for transferring data between Server and Client.

USE OF SERVICE

12. Subscribers' Liability for Use, Misuse, Unauthorized Use or Theft.

Subscriber shall be solely responsible and liable for unauthorized use of Subscriber's account whether fraudulent or otherwise. Subscriber acknowledges that the pricing for Service is for data transmissions up to Monthly Data Ceiling for the Data Plan.

Subscriber is solely responsible to supervise and control the consumption and use of Service. It is Subscriber's sole responsibility to ensure that all Gateway and Subscriber Equipment are properly configured for use of Service. It is Subscriber's sole responsibility to gain an understanding of the technical aspects, use, and operation of Gateway and Subscriber Equipment as well as the details and terms of Service and Data Plan.

Maretron is not to be held liable and is not responsible for any misuse of Service or any non-compliant configuration of Gateway and Subscriber Equipment used to provide Service and Subscriber is solely responsible for any limiting of Service that results from such misuse or non-compliant configuration.

Subscriber shall notify Maretron immediately in writing if Subscriber sells, gives away, or otherwise transfers Gateway or License Key to another party, or if Gateway or License Key is stolen or otherwise removed from Subscriber's vessel. Subscriber is considered the registered recipient of Service until Maretron receives such notice in writing and suspends service, and Subscriber will be liable for any charges or fees incurred by any use of Service up to the time that Maretron receives such notice in writing and suspends service, unless otherwise provided by law. Subscriber shall provide a police report of any theft upon Maretron's request. Subscriber shall not be liable for charges and fees incurred by unauthorized use of the stolen Gateway or License Key after Maretron has received Subscriber notification and suspends service. Once Subscriber has replaced the stolen Gateway or License Key, and has notified Maretron in writing of the serial number of the replacement Gateway or License Key, Maretron will reactivate Service for the remainder of the then current Term at no additional charge to Subscriber.

13. Unacceptable Use of Service.

Subscriber agrees not to engage in unlawful or unacceptable use of Service, which shall be determined at Maretron's sole discretion, including without limitation: (a) interfering or disrupting service to any other user, host or networking, including mail bombing, flooding, attempts to overload a system, and broadcast attacks; (b) impersonating any person or entity, including any Maretron employee or representative; (c) disclosing Subscriber's password or other means for accessing Service to any third party, or otherwise facilitating unauthorized access thereto; (d) using Service where it is not authorized; (e) furthering criminal activity. Subscriber's unacceptable use of Service shall be a breach of Agreement.

14. Service Limitations.

Subscriber is responsible for abiding by all international and jurisdictional rules and regulations regarding the transport and use of Gateway and or Service.

The Service may be used in international waters and to the extent permitted, within the territorial waters of various countries.

15. Maretron Status.

Subscriber acknowledges that Maretron makes Service available using satellite and terrestrial telecommunications networks and other services provided to Subscriber by third party service providers. The networks vary with regard to capacity, technology, configuration, and/or Subscriber Equipment to be used. The Service can only be used in relation to the network of the applicable service providers. Maretron has no control and no responsibility or liability over the manner in which Service is delivered and provided.

16. Service Availability.

Given ongoing changes to satellite and terrestrial technologies and fluctuations in usage, accurately predicting daily download and upload data transfer rates is not currently feasible.

Subscriber acknowledges that, from time to time, Service may intermittently encounter variations in data transfer rates because of factors which may include but are not limited to the time of day and congestion on the Internet and/or network as a whole, Subscriber's own network configuration and usage patterns, and maintenance and upgrade procedures or repairs which Maretron and/or Subscriber's service providers may undertake from time to time. Subscriber further acknowledges that the operation of Service may not be continuous, uninterrupted or error-free. Without limiting the foregoing, Service may become unavailable or limited because of network equipment failures, capacity limitations of a service provider, emergency pre-emption as required by governmental authorities who have jurisdiction over service provider's systems, or periodic or emergency maintenance conducted by Maretron or a service provider for modifications, upgrades, repairs, and similar purposes.

The Service is also subject to transmission and reception limitations caused by: (a) service area limitations, including without limitation, changes to the satellites or terrestrial networks used to provide Service, or the coverage patterns of the satellites or topographical conditions, whether man-made or natural that obstruct the line of transmission between Subscriber Equipment and Service; (b) the condition of Gateway or Subscriber Equipment; (c) Acts of God and other causes beyond the control of Maretron which are not reasonably foreseeable by Maretron; (d) weather conditions; (e) atmospheric conditions (i.e., space debris, solar flares, and other atmospheric anomalies or disturbances); (f) magnetic interference; (g) environmental conditions; and (h) other like conditions.

17. Security.

The Internet is an inherently insecure medium. All communications between Server and Service and between Client and Service are protected with Secure Socket Layer ("SSL") encryption. Maretron follows generally accepted standards to protect the information submitted to Maretron and transmitted and stored by Service. No method of electronic transmission or storage is 100% secure, however. Therefore, Maretron cannot guarantee its absolute security. Subscriber shall be solely responsible and liable for any authorized or unauthorized access to Subscriber's account by any person. Subscriber agrees to bear all responsibility and liability for the confidentiality of Subscriber's password and all use of Service with Subscriber's password.

CUSTOMER INFORMATION AND PRIVACY

18. Use and Control of Information.

Maretron may collect and store the following information when Subscriber is using Service:

a) Information provided by Subscriber on the Activation Form.

b) Log data collected by the Service. When Subscriber uses Service, Maretron automatically records information from Gateway and Client, including Internet Protocol ("IP") addresses, date and time stamps associated with transactions, system configuration information, sensor data, and other interactions with Service.

Maretron will use the collected information only for the following purposes:

a) Providing, administering, analyzing, and improving Service. Maretron may use trusted third parties to perform these tasks on Maretron's behalf. These third parties may have access to the collected information only for the purposes of performing these tasks on Maretron's behalf, and will be under the same obligations as Maretron in protecting the collected information.

b) If Maretron is involved in a merger, acquisition, or sale of all or a portion of Maretron's assets, Subscriber's information may be transferred as part of that transaction.

c) Maretron may disclose to parties outside Maretron collected information when Maretron has a good faith belief that disclosure is reasonably necessary to (i) comply with a law, regulation, or compulsory legal request, (ii) protect the safety of any person from death or serious bodily injury, (iii) prevent fraud or misuse of Service or its users, or (iv) to protect Maretron's property rights.

d) Maretron may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of Service.

19. Communications with Subscriber.

Maretron may from time to time provide online, facsimile, telephone, e-mail, mail, and other communications to Subscriber on matters pertaining to Service, its features, or its use. Subscriber acknowledges that communications with Maretron and its agents may be monitored or reviewed, without notice, for quality control and other reasonable business purposes.

20. Privacy Limitations.

Subscriber understands that data communications transmitted over wireless systems and the Internet may not be completely private or secure and Maretron makes no warranties regarding the privacy of communications. Subscriber consents to the monitoring of Subscriber's account activity by Maretron in order to resolve billing queries, prevent and minimize fraud or misuse, and ensure the quality of Service.

TERM AND TERMINATION

21. Term and Renewal.

This Agreement shall begin on the date Subscriber's account is first activated and continue thereafter for a term of one (1) year ("Term"). Unless required by law, Subscriber will not be entitled to refunds if Subscriber terminates its Service. Maretron will invoice Subscriber for an additional annual Term via e-mail once thirty (30) days remains until the end of the then current annual Term.

22. Termination For Cause.

Upon non-payment of any sum due to Maretron or the return or rejection of a payment, Maretron may, by a notice in writing (which notice shall be deemed received five (5) days after it is sent to Subscriber's latest e-mail address on record with Maretron, or earlier if Subscriber files for, or is compelled to seek, bankruptcy protection) and without incurring any liability, refuse, reduce, suspend, or terminate Service. If Service is suspended or terminated for non-payment Maretron may, at its sole option, reactivate Service upon payment by Subscriber in full of the past due amount, any penalties associated with the late payment and a reactivation charge of US dollars (\$) 25.00.

In addition, Service may be refused, reduced, suspended, or permanently terminated by Maretron immediately without notice and without incurring any liability if: (a) Maretron is informed that Service is being used by Subscriber in a manner which might adversely affect Maretron's service to others; (b) Maretron receives from a law enforcement agency a written finding, signed by a magistrate, that probable cause exists to believe (i) that Subscriber has used or will use Service in violation of or to violate the law, or (ii) that the character of Subscriber's use of Service is such that immediate action is required to protect the public's health, safety or welfare; (c) the number(s) or IP addresses utilized by Subscriber for connections is determined by Maretron to have been duplicated or otherwise to be associated or potentially associated with the fraudulent use of Service; (d) Maretron is requested by a Subscriber to deny Service to a Gateway or License Key which was reported to be stolen; (e) Maretron determines that Subscriber's application for Service included information that was fraudulent, false or incomplete; (f) there is unusual account activity or Maretron's reasonably suspects the occurrence of any other event of default or breach pursuant to Agreement; or (g) there is a violation of the terms, conditions, laws, rules, or regulations governing the use of Service.

In addition to the rights contained herein, Maretron reserves the right to pursue any other remedy at law or in equity. All rights and remedies granted to Maretron are cumulative and not alternate, and Maretron's failure to exercise any right or remedy shall not constitute a waiver of such right or remedy of any future default by Subscriber.

23. Early Termination.

If Service is terminated during the Initial Term or a subsequent Term (a) by Subscriber for any reason, or (b) by Maretron for cause, Maretron will retain all payments that have been paid for Service, and no refunds shall be issued.

TAXES, FEES, BILLING AND PAYMENT

24. Taxes, Fees, and Billing.

Subscriber shall be solely liable for the payment of all fees relating to Service and applicable taxes and regulatory fees, without setoff, deduction for payment processing or counterclaims. Any banking fees must be settled by Subscriber. Subscriber is responsible for the payment of charges for Service furnished to Subscriber under Agreement, including but not limited to the payment of all charges billed to Subscriber.

25. Payment.

Service is payable in advance by credit card.

No refunds will be issued even if the Subscriber Equipment or Gateway is inoperative, or if Service is temporarily unavailable, except that if there is a continuous Service outage in excess of twenty-four (24) hours due to a failure in the Maretron Telemetric Cloud Service infrastructure, then Subscriber will receive an extension of the Term of Agreement equal to one day for each day of an outage (rounded to the nearest day).

Even if an invoice is disputed, Subscriber must pay the invoice on or before the due date and must notify Maretron in writing of the dispute, together with the legal basis for such dispute, within thirty (30) calendar days after the invoice due date. Any claims received by Maretron later than thirty (30) calendar days after the invoice due date may be rejected by Maretron. Maretron will respond to Subscriber within thirty (30) calendar days after receipt of the written notice of dispute, advising on the action being taken to resolve the dispute. Failure by Maretron to respond within thirty (30) calendar days from receipt shall not be a breach of Maretron's responsibilities under Agreement. If Maretron accepts the claim from Subscriber, Maretron shall issue a refund to Subscriber within sixty (60) calendar days from acceptance of the claim.

WARRANTIES AND LIABILITY

26. Exclusion of Warranties.

Maretron warrants that it will use reasonable commercial efforts to provide Service to Subscriber. Maretron disclaims all other express, implied or statutory warranties from Agreement, including without limitation any warranties of non-infringement, satisfactory quality, merchantability, or fitness for purpose.

27. Limitations of Liability.

Neither Maretron, nor its employees, shareholders, directors, officers or agents shall be liable for any act or omission to the extent not directly attributable to Maretron's personnel or equipment. To the maximum extent permitted by applicable law, the aggregate liability of Maretron and its employees, shareholders, directors, officers or agents for any losses or damages suffered or incurred in connection with Service or Agreement, whether such losses or damages are incurred through breach of Agreement, negligent or grossly negligent act or omission resulting in any interruption, delay, defect or error in Service, or on any other basis, shall in no event exceed the amount paid to Maretron by Subscriber for Service during the three (3) month period immediately before the event resulting in such liability.

28. Exclusions.

In any event, neither Maretron nor its service providers, employees, shareholders, directors, officers or agents shall have any liability whatsoever for (a) interruptions or defects in service which affect subscribers for less than twenty-four (24) continuous hours; (b) any of the limitations of service provided in Agreement; or (c) any indirect, punitive, special, incidental or consequential damages or losses, including but not limited to lost revenue; lost profits; loss of business or goodwill; loss of use; replacement goods; cost of replacement goods; loss of technology, rights or services; loss, corruption, or alteration of information, software, hardware, files or data; or interruption or loss of use of service or equipment, whether or not Maretron has been apprised thereof.

29. Emergency Service.

Subscriber acknowledges that Service does not support emergency distress or communications and Maretron is under no obligation to provide any emergency referral service under Agreement.

30. Subscriber Indemnity.

Subscriber agrees to indemnify, hold harmless, and defend Maretron, its subsidiaries, affiliates, licensors, shareholders, directors, officers, employees and agents from and against any claims relating to or arising out of Subscriber's breach of Agreement or Subscriber's installation, use or misuse of Service, Gateway, or Subscriber Equipment used in connection with Service. Subscriber agrees to reimburse, indemnify and hold harmless Maretron for any and all costs, expenses and reasonable attorney's fees incurred by Maretron in defending any claims relating to Subscriber's misuse of Service, Gateway, or Subscriber Equipment used in connection with Service.

31. Force Majeure.

Maretron shall not be liable for and will not be responsible to Subscriber for any delay or failure to perform under Agreement if such delay or failure results from fire, explosion, labor dispute, earthquake, hurricane, casualty or accident, lack or failure of transportation facilities and/or services, lack of failure or telecommunications facilities and/or services including Internet services and satellite services, vandalism, epidemic, flood, drought, or by reason of national emergency, war, terrorism, revolution, civil commotion, blockade, or embargo, delay from suppliers, Act of God, any inability to obtain any requisite license, permit or authorization, or by reason of any law, proclamation, regulation, ordinance, demand or requirement of any government or by reason of any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of Maretron.

OTHER TERMS AND CONDITIONS

32. Assignment.

Subscriber may not assign Agreement, or any of its rights and obligations hereunder, to any other person, firm, agency, corporation or other legal entity without the prior written consent of Maretron, except as provided in Section 7. Maretron reserves the right to terminate Agreement in the event of unauthorized assignment by Subscriber. Maretron may assign Agreement or any of its rights and obligations hereunder at any time.

33. Amendment.

This Agreement and Data Plan may be amended by Maretron from time to time by five (5) days written notice to Subscriber; provided that during Term of Agreement, Maretron will not increase the price for Data Plan. Such notification may occur by e-mail and shall include reference to the amended Agreement and Data Plan to be found at Maretron's Telemetric Cloud Service website (tcs.maretron.com). Subscriber's use of Service more than thirty (30) days after notification of amended terms or plans shall constitute acceptance of such amendments. If Subscriber objects in writing to an amendment within ten (10) days after notification of such an amendment, Maretron will then have fifteen (15) days to either withdraw the amendment or terminate Agreement and Service.

34. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns. This Agreement is entered into solely for the benefit of such parties. Nothing contained herein will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

35. Third Party Beneficiaries.

Nothing contained herein will be deemed to create any third party beneficiaries or confer any benefit or rights on or to any person not a party hereto, and no person not a party hereto shall be entitled to enforce any provisions hereof or exercise any rights hereunder.

36. Governing Law.

This Agreement is interpreted and construed pursuant to and governed by the laws of the State of Connecticut, United States of America, without regard to its conflict of laws principles.

37. Waiver and Severability.

Neither the waiver by either of the parties hereto of a breach of or a default under any of the terms and conditions of Agreement nor the failure of either of the parties, on one or more occasion, to enforce any of the provisions of Agreement shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder. The provisions of Agreement are severable and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.

38. Notice.

In the event Subscriber desires to provide notice to Maretron, as required by any of the terms and conditions herein or for any other reason, including any communication from Subscriber regarding termination, disputed debts and any instrument tendered as full satisfaction of an outstanding debt, such notice shall only be deemed given when made in writing and sent certified mail to the following address: Maretron LLP, 9014 N. 23rd Ave. #10, Phoenix, Arizona 85021, U.S.A., Attention: Legal Department.

39. Complete Agreement.

These terms and conditions contain the entire Agreement between Maretron and Subscriber and supersede all prior statements, representations and agreements whether oral or written. Subscriber acknowledges that (s)he has relied on no oral or written representations made by or on behalf of Maretron or any employee, director, officer, or agent.