



# **EyeOnBoard LLC**

## **Service Description and Agreement**

## ***You Watch Service*** Minimum price \$14.99/month\*

The *You Watch* Service is for owners or yacht operators who desire to personally manage the monitoring of their yacht. In order to qualify for this service the owner or operator must have a reasonable understanding of computer software/hardware and networking. The owner or operator has access to all system information and operating parameters. The owner or operator is responsible for the appropriate response to all alert conditions. The owner or operator is responsible for securing and maintaining Internet service to the yacht.

### ***You Watch* Services provided by EyeOnBoard**

- ❖ EyeOnBoard server alert monitoring
- ❖ EyeOnBoard server account management
- ❖ Marine instrumentation data acquisition
- ❖ Network camera image acquisition and control
- ❖ Worldwide remote command and control of on-board computer(s)
- ❖ Worldwide access to yacht information and status
- ❖ Phone support and EyeOnBoard software updates
- ❖ System maintenance
  - Install EyeOnBoard software updates (requires remote command and control)

## ***Eye Watch Service*** Minimum price \$59.99/month\*

The *Eye Watch* Service is for owners who do not wish to be directly involved in the monitoring of their yacht. When an alert condition occurs EyeOnBoard will assist the owner or operator in defining an alert resolution action plan. All alert action plans are the owner's responsibility. The owner or operator is responsible for securing and maintaining Internet service to the yacht.

### ***Eye Watch* Services provided by EyeOnBoard**

- ❖ 24/7 alert monitoring
- ❖ Intrusion alert monitoring
- ❖ Environmental and safety alert monitoring
- ❖ EyeOnBoard server alert monitoring
- ❖ EyeOnBoard server account management
- ❖ Connectivity monitoring and management
- ❖ Unauthorized yacht departure alert (requires onboard satellite communication equipment)
- ❖ Marine instrumentation data acquisition
- ❖ Network camera image acquisition and control
- ❖ Worldwide remote command and control of on-board computer(s)
- ❖ Worldwide access to yacht information and status
- ❖ Phone support and EyeOnBoard software updates
- ❖ System maintenance
  - Run computer diagnostics
  - Reboot or reset equipment
  - Install system software updates
  - Install EyeOnBoard software updates
  - Virus management and PC performance tuning
  - Regularly scheduled hard disk drive backup

## ***False Intrusion Alarm*** Price \$50.00/Incident\*\*

It is the owner's or operator's responsibility to prevent false intrusion alarms. In support of this effort the owner or operator has four options for arming or disarming the intrusion alarm system. 1) Log into the EyeOnBoard web site (requires vessel to be connected to the Internet); 2) use of a wireless key fob; 3) use of a key switch; or 4) use of the onboard EyeOnBoard computer. The owner or operator is encouraged to arm the alarm system upon departing the vessel to ensure maximum vessel protection. If maintenance personnel need access to the vessel, the owner or operator is responsible for disarming the system prior to their entry and arming after their departure.

## ***On Demand Support*** Price \$75.00/hour or portion\*\*

Free telephone support is offered for the first thirty days of this agreement. Hourly fees will apply for subsequent on demand support or consulting services.

\* All service fees are in US dollars and are payable one month in advance on a yearly basis.

\*\* False Alarm and On Demand Support fees billed per incident on a net 30 day basis

These services are only available to customers who have an activated EyeOnBoard service agreement.

All EyeOnBoard communications will be made in the English language only.

Additional fees will apply for international phone charges, consulting, travel, installation, duty and taxes.

# EYEONBOARD LLC SERVICES AGREEMENT Rev 19

Vessel Name: \_\_\_\_\_

YACHT OWNER CONTACT INFORMATION HOME \_\_\_\_ OR OFFICE \_\_\_\_

Name:	Address:	Phone #:
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Email Address:
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YACHT MANAGER CONTACT INFORMATION HOME \_\_\_\_, OFFICE \_\_\_\_, None \_\_\_\_

Name:	Address:	Phone #:
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Email Address:
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## Home Marina INFORMATION

Slip #:	Home Marina Contact:	Phone #:
Slip #:	Alt. Marina Contact:	Phone #:

## Service Programs

Eye Watch Service Program Yearly Rate : \$ \_\_\_\_\_ You Watch Service Program Yearly Rate: \$ \_\_\_\_\_

### TERMS

Owner promises to pay all amounts set forth above and agrees to all other conditions as set forth on the reverse side hereof. Unless otherwise specified herein, the term of this agreement is for a one-year initial term and renewable thereafter for successive one-year terms. Any renewal is subject to EyeOnBoard's then current terms and conditions, including, but not limited to any increase in applicable service fees. EyeOnBoard will endeavor to provide Owner at least 15 days notice before the renewal of services. Owner is solely responsible for the accuracy of the contact information as set forth above and must promptly inform EyeOnBoard of any changes thereto. If applicable, Owner agrees to pay any sales or use tax levied on the fees as set forth above. All payments of fees for EyeOnBoard services shall be made in U.S. dollars. All sums due and payable hereunder that remain unpaid will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

Except for On-Demand Support Service, all fees as set forth herein are payable in advance and are fully earned upon payment. In no event will Owner be allowed a refund of fees paid unless EyeOnBoard cancels this Agreement or is solely responsible for the failure to provide the agreed upon Services. EyeOnBoard may cancel this Agreement at any time and for any reason, without cancellation charges. Neither this Agreement nor any rights contained herein may be assigned without the written consent of EyeOnBoard and this Agreement will be deemed terminated in the event that Owner sells the Vessel. Any dispute arising under or related to this Agreement or the termination of this Agreement including any claim by Owner against EyeOnBoard or any of its affiliates, directors, officers or employees under federal, state or local statutory or common law, or any other country's law of any type, and any dispute over the scope of this paragraph, shall be resolved solely by binding arbitration in Seattle, Washington pursuant to the rules of the American Arbitration Association, with any dispute governed by and construed in accordance with the laws of Washington State without regard to its choice of law provisions. In the event of any such arbitration, the prevailing party will be entitled to its reasonable attorneys' fees and costs.

This Services Agreement (the "Agreement") is subject to and incorporates the General Terms and Conditions located on the reverse side hereof. The parties agree that notwithstanding any conflicting terms contained in any other writing relating to this transaction, this Services Agreement, including the General Terms and Conditions, the attached description of the Services and the Equipment Retail Purchase Agreement (if any), constitutes the final and complete agreement between Owner and EyeOnBoard with respect to the purchase and provision of the EyeOnBoard Services, which includes all services and any material or equipment provided by EyeOnBoard (the "Services").

### EYEONBOARD LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Principal

Date: \_\_\_\_\_

Date of Service Activation: \_\_\_\_\_

### OWNER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title (if entity): \_\_\_\_\_

Date: \_\_\_\_\_

**OBLIGATIONS.** EyeOnBoard's sole and exclusive obligation under this Agreement is to provide the Services as set forth above. EyeOnBoard does not own any equipment or materials placed on board the Vessel, except for the "Intellectual Property Rights" as set forth below, and has no responsibility for the condition and/or the function thereof. The operation, testing, maintenance, repair, and service of such equipment or materials is not the responsibility of EyeOnBoard, except as specifically directed by Owner and undertaken by EyeOnBoard. EyeOnBoard is not an insurer and insurance covering property loss or damage is Owner's responsibility. EyeOnBoard's Services are intended to augment the Owner's awareness of certain risks to the Vessel and is not a guarantor that such risks will not occur or that Owner will be made aware of them. EyeOnBoard does not make any representation or warranty that the Services may not be compromised or that no loss or damage will occur to the Vessel. EyeOnBoard is not assuming responsibility for any loss or damage that does occur to the Vessel or third parties even if EyeOnBoard fails to perform any obligation as set forth in this Agreement.

**OWNERSHIP.** Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with the Services, including the "Software" as set forth below (the "Intellectual Property Rights") are owned by EyeOnBoard, and Owner agrees to make no claim of interest in or ownership of any such Intellectual Property Rights. Owner acknowledges that no title to the Intellectual Property Rights is transferred to Owner, and that Owner does not obtain any rights, express or implied, in the Services, other than the rights expressly granted in this Agreement. To the extent that Owner creates any derivative work based on the Services such derivative work shall be owned by EyeOnBoard and all right, title and interest in and to each such derivative work shall automatically vest in EyeOnBoard.

**SOFTWARE LICENSE GRANT.** Subject to the terms and conditions of this Agreement, EyeOnBoard hereby grants Owner a nonexclusive, nontransferable, royalty-free, limited license to use the computer software provided as part of the Services, including any updates or modifications thereto and any related documentation (collectively, the "Software") delivered to Owner by EyeOnBoard upon Owner's acceptance of the terms of this Agreement. Such Software is solely for Owner's own personal use on a single vessel's computer or workstation that is installed by EyeOnBoard or an authorized reseller of EyeOnBoard designated computer equipment. Owner may not, nor permit any third party to, loan, lease, distribute, transfer or make available the Software to any third party, nor modify or remove any proprietary rights notices in the Software, decompile, disassemble, reverse engineer or otherwise attempt to create the source code for the Software. No copying of the Software, in whole or in part, is permitted. Upon termination or non-renewal of this Agreement, Owner will promptly destroy the Software and any copies thereof in any form.

**EXCLUSIVE REMEDY.** OWNER AGREES THAT EYEONBOARD'S ENTIRE LIABILITY, AND OWNER'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY EYEONBOARD SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT OWNER PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL EYEONBOARD, ITS LICENSORS' AND VENDORS' (INCLUDING THIRD PARTIES PROVIDING SERVICES OR MATERIALS OR EQUIPMENT) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF EYEONBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. No action arising out of or related to this agreement may be sought by Owner more than one (1) year after such cause of action has accrued. To the extent that a state does not permit the exclusion or limitation of liability as set forth herein, EyeOnBoard's liability is limited to the greatest extent permitted by law in such states. Without limited the generality of the foregoing, EyeOnBoard specifically disclaims any and all loss or liability resulting from or related to: (1) access delays, access interruptions, or equipment failure; (2) data non-delivery, data mis-delivery or erroneous data, including false alarms; (3) acts due in whole or in part to acts or causes not within EyeOnBoard's reasonable control; (4) the unauthorized use or misuse of the Services; (5) errors, omissions, or misstatements in any and all information provided by EyeOnBoard; (6) the operations, sinking or damage to the Vessel or other property, whether or not owned by Owner; (7) limitations, incompatibilities, defects, or other problems with the Services.

**DISCLAIMER OF WARRANTIES.** OWNER AGREES THAT ITS USE OF THE SERVICES OR EYEONBOARD'S LICENSORS' OR VENDORS' SERVICES IS SOLELY AT OWNER'S OWN RISK. OWNER AGREES THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS UNLESS OTHERWISE NOTED IN THIS AGREEMENT. EYEONBOARD AND EYEONBOARD'S LICENSORS' OR VENDORS' EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS THAT THE SERVICES WILL AVERT, DETER OR PREVENT ANY LOSS OR DAMAGE. NEITHER EYEONBOARD NOR ITS LICENSORS' OR VENDORS' MAKE ANY WARRANTY THAT THE SERVICES WILL MEET OWNER REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES EYEONBOARD OR ITS LICENSORS' OR VENDORS' MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. OWNER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT OWNER'S OWN RISK AND THAT OWNER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OWNER'S PROPERTY RESULTING FROM THE DOWNLOAD OR USE OF SUCH MATERIAL AND/OR DATA. EYEONBOARD MAKES NO WARRANTY REGARDING ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY OWNER FROM EYEONBOARD NOR SHALL SUCH ADVICE OR INFORMATION CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN AND OWNER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. EYEONBOARD IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY OWNER FROM A THIRD PARTY.

**INDEMNITY.** Owner agrees to release, indemnify, defend and hold harmless EyeOnBoard and any of EyeOnBoard's contractors, vendors, agents, employees, officers, owners, members, affiliates and assigns from and against all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, from all third party claims, lawsuits and losses alleged to be caused in whole or in part by the Services, EyeOnBoard's actions or failures to act or EyeOnBoard's failure to perform its obligations under this Agreement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

**EYEONBOARD MANUFACTURED EQUIPMENT ONE YEAR LIMITED WARRANTY.** EyeOnBoard warrants to the Owner that it will repair or replace at EyeOnBoard's discretion any EyeOnBoard manufactured equipment which is proven to be defective and which damage has occurred under normal use and service for a period up to one (1) year from the date of this Agreement. This warranty is expressly limited to specific items of EyeOnBoard manufactured equipment and does not include other third party equipment placed on Vessel such as cameras, computer equipment, or other electronic equipment, nor any other claim arising under this Agreement. This warranty is solely limited to the cost of such equipment's repair or replacement and does not include removal or installation charges, any other technician, service or labor charges, shipping, customs or duty charges, or any damages resulting from such equipment's failure including any indirect, incidental, special or consequential damages. Any warranty claim made hereunder must be made in delivered to EyeOnBoard within one (1) year from the date of this Agreement.