



EyeOnBoard

Marine Monitoring Ltd.

Services Description and Agreement 2.2

The EyeOnBoard privacy policy can be found at

www.eyeonboard.com/privacy.php

Position and Trips Service (free)

Services provided by EyeOnBoard

- **Position and Trips on board software**
- **Position and Trips Web Account**

Just add a USB GPS supporting NMEA 0183 data output to your traveling laptop or netbook to record your trips, view them, and share them on the web. **The owner or delegate is responsible for the appropriate response to all alert conditions. The owner or delegate is responsible for periodic connection of the computer with Position and Trips software to the Internet.** By using this service, you are agreeing to the Google Maps terms of service, which can be found at http://www.google.com/intl/en_ca/help/terms_maps.html.

Monitoring Service **

The monitoring service is for owners (or delegates of the owner) who will personally manage the monitoring of their yacht. The owner or delegate must have a basic understanding of desktop computer software/hardware. The owner or delegate has access to all system information and operating parameters. **The owner or delegate is responsible for the appropriate response to all alert conditions. The owner or delegate is responsible for securing and maintaining Internet service to the yacht.**

Monitoring Services provided by EyeOnBoard

- **24/7 alert self-monitoring (via email distribution lists) including:**
 - **Intrusion alerts**
 - **Unauthorized yacht departure alert (requires onboard satellite or cellular communication equipment)**
 - **Environmental and safety alerts**
 - **Internet connectivity alerts**
- **Marine instrumentation data acquisition via on-board software**
- **Worldwide camera image acquisition and remote control**
- **Worldwide remote command and control of on-board computer(s)**
- **Worldwide access to yacht information and status**
- **EyeOnBoard account management capabilities**
- **EyeOnBoard software updates**
- **Security and Monitoring Web Account**

Design Service \$40/hour or portion*

Design Services provided by EyeOnBoard

- **Security and Monitoring System Design**
- **EyeOnBoard Security System Components**
- **Remote Installation Support**

We fully support the do-it-yourself approach, or you can have your regular maintenance personnel handle the installation. Other than a few key components that must be supplied by EyeOnBoard, most of the monitoring equipment can be purchased through the retail market by the vessel owner once the system design is complete. Initial design service fees are fully refunded upon receipt of full payment for the initial system.

Scheduled Support Price \$80.00/hour or portion***

Consultations are scheduled via an email to support@eyeonboard.com. 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 design service fees are in US or CDN dollars. Initial design service fees are fully refunded upon receipt of full payment for initial system.

** All monitoring service fees are in US or CDN dollars and are payable annually one month in advance beginning on the activation date. Actual monitoring service fee depends on the design and configuration of the installed system. The first year monitoring service is included with the purchase of the initial system components.

*** Scheduled 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 Internet access and data fees are the customer's responsibility.

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

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

EYEONBOARD SERVICES AGREEMENT Rev 2.2

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. or Canadian 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 Scheduled 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 Vancouver, B.C. pursuant to the rules of the Canadian Arbitration Association, with any dispute governed by and construed in accordance with the laws of British Columbia 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").

Use of any EyeOnBoard services via the EyeOnBoard website or on board software constitutes acceptance of this agreement.

EYEONBOARD MARINE MONITORING

OWNER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Principal

Title (if entity): _____

Date: _____

Date: _____

Date of Service Activation (if different from date of EyeOnBoard account creation): _____

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.