



## Maretron Cloud Services End User Agreement

### INTRODUCTION

#### 1. Introduction.

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

#### 2. Agreement Content.

By purchasing Maretron Cloud Services, 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 Cloud Services ("**Service**") consists of data connectivity services allowing Subscriber to use one or more instances of Maretron N2KView or Maretron N2KView Mobile client software running on a supported platform with an operational Internet connection ("**Client(s)**") to remotely connect to instances of Maretron N2KServer running on a Gateway (defined in Section 8) onboard a vessel with an operational Internet connection ("**Server**"). The Service provides a method for Client to connect to Server without the requirement for static IP addresses or for any special firewall configuration or port forwarding.

#### 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 Data Plan selected by Subscriber on Activation Form; 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.

Subscriber may notify Maretron in writing at any time of Subscriber's designation of another person as an authorized user(s) of Subscriber's account. If Subscriber makes such designation, Subscriber gives Maretron permission to (a) provide account information and services directly to such user(s) to the extent such information and service(s) would otherwise be available to Subscriber, and (b) make changes to Subscriber's account as may be requested by such user from time to time in writing. Subscriber agrees to accept financial responsibility for all decisions and changes made by such user(s) relating to Subscriber's account. Subscriber may remove an authorized user(s) from the account at any time by notifying Maretron in writing. Subscriber requests to start, change, or discontinue Service will be accepted by Maretron only from Subscriber or its authorized user.

### 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 an IPG100 Internet Protocol Gateway ("**Gateway**"). Subscriber, at Subscriber's expense, shall be solely responsible for purchasing Gateway and maintaining and operating Gateway.

Subscriber will also need Maretron N2KView software which includes a Maretron Hardware License Key ("**License Key**"). The Service is linked to Subscriber's License Key, whose serial number must be provided on Activation Form. The License Key must be programmed with a sufficient number of Maretron N2KView licenses for all concurrent connections from Clients to Server, whether made through Service or otherwise.

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 Plans.

Subscriber may select one of several Data Plans on Activation Form. Each Data Plan provides for a "**Monthly Data Ceiling**" which defines the maximum amount of data which will be transferred each month to Clients connected to Servers 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.

Maretron N2KView software provides means for Subscriber to view the amount of data transferred 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.

Subscriber may elect at any time to change Subscriber's selected Data Plan to a Data Plan with a higher Monthly Data Ceiling by paying the difference between the price for the current Data Plan and the new plan through the duration of Term (defined in Section 22) of Agreement. Subscriber may not change to a Data Plan with a lower Monthly Data Ceiling, except at the time when Subscriber renews Agreement for an additional Term, Subscriber may change its selection of Data Plan to any offered, including those with lower Monthly Data Ceilings.

#### 11. Data Fees.

The pricing for Data Plans includes only the cost of relaying the data through the Maretron Cloud Services infrastructure.

Subscriber is solely responsible for the entire expense of transferring data between Server and the Internet, and for transferring data between the Internet 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 selected 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 Plans.

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 License Key to another party, or if 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 License Key after Maretron has received Subscriber notification and suspends service. Once Subscriber has replaced the stolen License Key and Maretron N2KView licenses, and has notified Maretron in writing of the serial number of the replacement 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 and video 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 terminated pursuant hereto, Agreement will automatically extend thereafter for an additional Term of one (1) year unless: (a) Subscriber gives Maretron written notice of termination at least thirty (30) days prior to the end of the then current annual Term; or (2) Maretron in its discretion elects to terminate provision of Service to all subscribers. 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 five (35) 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 and deposited with the national postal service addressed to Subscriber's last known address, 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 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 check or credit card, unless Service is ordered through a Maretron Dealer or Distributor, in which case Subscriber's terms with the Dealer or Distributor will apply.

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 Cloud Services 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).

For the purposes of renewal of Agreement for an additional Term, Subscriber, by selecting the credit card payment option on Activation Form, authorizes Maretron to automatically charge Subscriber's selected credit card within five (5) days of the due date on Subscriber's invoice. There will be a charge of US dollars (\$) 25.00 for any rejection of any charge to a credit card. Subscriber is responsible for notifying Maretron of any changes to credit card information.

For the purposes of renewal of Agreement for an additional Term, Subscriber, by selecting the check payment option on Activation Form, agrees that Subscriber must send a check for payment for an additional Term to Maretron such that the check arrives at Maretron at least five (5) days prior to the ending date of the then current Term. There will be a charge of US dollars (\$) 25.00 for any check returned by a bank to Maretron for any reason.

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 any 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 selected by Subscriber. Such notification may occur by e-mail and shall include reference to the amended Agreement and Data Plans to be found at Maretron's website ([www.maretron.com](http://www.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. 23<sup>rd</sup> 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.