



SERVICE AGREEMENT

THIS EnVue Telematics SERVICE AGREEMENT ("Agreement") is entered into as of April _____, 2014 by and between EnVue Telematics, LLC., a limited liability company organized under the laws of the State of Texas, having its principal place of business at 119 W. Tyler Street, Longview, TX 75606, ("EnVue Telematics"), and XXXXX., ("BUYER"). Buyer desires to receive from EnVue Telematics and EnVue Telematics agrees to provide to Buyer, when requested, the mobile asset management service known as "EnVue Telematics Service" under the terms and conditions set forth in this Agreement.

For the purposes of this Agreement, the following terms shall have the meanings indicated:

REDTAIL Telematics is the supplier to EnVue Telematics of Hardware and the VAM Service.

EnVue Telematics is the distributor of REDTAIL Telematics electronic articles related service and associated air time for marine vehicle tracking.

VAM Service shall mean the data servers and related computer systems in which all data and information derived from operation of the EnVue Telematics Service and for provision of EnVue Telematics Service, including the proprietary asset location monitoring system, shall be stored by REDTAIL Telematics

Cure Period shall mean a period of twenty (20) days granted for the cure of any breach under this Agreement.

Hardware shall mean the REDTAIL Telematics Hardware and the Optional Hardware.

Service Commencement Date for each Subscription shall mean the date that data and information from the Standard Hardware for such Subscription is first received by the VAM Services website.

Software shall mean the Standard Software and the User Site Software.

Standard Hardware shall mean a unit of the hardware consisting of the mobile device used for the EnVue Telematics Service.

Standard Firmware shall mean the firmware pre-installed into the Standard Hardware.

Subscription shall mean an asset equipped with the Standard Hardware and the use of the User Site Software.

System Data shall mean all information and data related to the asset and owner, personnel, agents, representatives or other individuals who are associated with the asset acquired, collected, generated, developed, made available or created in the course of or as a result of asset owners' use of the EnVue Telematics Service under this Agreement.

EnVue Telematics Service shall mean the Standard Service.

Term shall mean the term of this Agreement or the term of the Subscription

Updates shall mean all new versions, releases or enhancements of the Software.

User Site Software shall mean the application software as described in the Service Order.

Wireless Communication Service shall mean transmission services on networks compatible with the Hardware.

EnVue Telematics shall provide Buyer with EnVue Telematics Service consisting of the following:

(i) Access to asset management service provided by the EnVue Telematics VAM Service.

(ii) The sale of the Standard Hardware and of the Optional Hardware as options.

(iii) Use of the Wireless Communication Service in connection with provision of EnVue Telematics Service.

For provision and utilization of EnVue Telematics Service:

Hardware shall be installed in Buyer's asset by Buyer. Buyer shall not allow Hardware to be used for any purpose other than for its intended purpose or pursuant to instructions and documentation provided by EnVue Telematics or the manufacturer.

Limitations on Use of EnVue Telematics Services: Buyer shall not forward or provide the EnVue Telematics Services to third parties, either free of charge or for payment.

Buyer shall ensure that its use of the EnVue Telematics Services fully complies with all applicable Laws and shall not use the EnVue Telematics Services to, in any manner, violate the personal rights of individuals, EnVue Telematics' suppliers, or violate any applicable law for any other illicit purposes.

Temporary Suspension of EnVue Telematics Services for Security and Other Reasons. EnVue Telematics may, immediately after receiving a notice from the Buyer and/or the EnVue Telematics supplier regarding suspicion of abuse of any username or password or that any Hardware has been destroyed, lost or stolen, suspend providing the EnVue Telematics Service to the Buyer for the affected unit. Service suspension does not constitute a suspension of the Subscription fees. EnVue Telematics may also temporarily cease providing the EnVue Telematics Service to Buyer in case EnVue Telematics reasonably believes there is any abuse of the VAM Service in order to protect the interests of EnVue Telematics or if EnVue Telematics is unable to contact the Buyer including, but not limited to, functions of the EnVue Telematics Service.

EnVue Telematics Service Maintenance:

Buyer understands and agrees that the EnVue Telematics Service may be disconnected or terminated from time to time for routine or for emergency maintenance purposes. EnVue Telematics shall use its reasonable efforts to provide Buyer with advance notice in the event of such maintenance.

Conditions to the Wireless Communication Service and VAM Service:

Buyer has no contractual relationship with the underlying wireless service carrier and Buyer is not a third party beneficiary of any agreement between EnVue Telematics' supplier (REDTAIL Telematics) and the underlying wireless service carrier. Buyer understands and agrees that the underlying wireless service carrier shall have no legal, equitable or other liability of any kind to the Buyer.

Buyer will be required to accept the terms of the on line service agreement on the REDTAIL Telematics site.

Fees:

Buyer shall pay EnVue Telematics fee, in advance, for each Subscription beginning from its Service Commencement Date to the end of the Term. Fees are subject to change by EnVue Telematics on thirty (30) days' notice to Buyer for reactivation of any terminated Subscriptions.

All fees shall be billed in advance for the entire Subscription period, which in no instance shall be less than twenty-four (24) months,

All Other Services and Fees shall be invoiced as incurred.

Indemnity and Disclaimer of Warranties:

Buyer hereby agrees to indemnify and hold EnVue Telematics and its employees, agents, suppliers, contract providers, and affiliates harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against EnVue Telematics and its employees, agents, suppliers, contract providers, or affiliates, arising out of any breach by Buyer of these Terms or other liabilities arising out of Buyer’s use of the service.

EnVue TELEMATICS SERVICES, AND SERVICES OF ENVUE TELEMATICS’ SUPPLIERS ARE PROVIDED “AS IS.” EnVue TELEMATICS HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO EnVue TELEMATICS SERVICES, OR ANY OTHER MATTER RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS TO BE OBTAINED FROM THE USE OF ENVUE TELEMATICS SERVICES.

ACKNOWLEDGMENTS BY BUYER:

BUYER ACKNOWLEDGES THAT ENVUE TELEMATICS SERVICE RELIES ON THE AVAILABILITY OF UNDERLYING WIRELESS SERVICE CARRIERS AND SUPPLIERS AND THEIR NETWORKS AND FACILITIES INCLUDING, WITHOUT LIMINATION, TELECOMMUNICATIONS SWITCHING EQUIPMENT, SERVERS, CELL SITES, CELL SITE/BTS TRANSCEIVER EQUIPMENT, CONNECTIONS, BILLING SYSTEMS AND OTHER EQUIPMENT UTILIZED BY EnVue TELEMATICS TO PROVIDE ENVUE TELEMATICS SERVICES, BUT OVER WHICH ENVUE TELEMATICS HAS NO CONTROL BUT IS SOLELY UNDER THE CONTROL OF THIRD PARTIES.

BUYER ACKNOWLEDGES THAT EMCOMPASS TELEMATICS SERVICE IS NOT MARKETED OR INTENDED TO BE USED AS AN ANTI-THEFT DEVICE. WHILE THE PARTIES ACKNOWLEDGE THAT IT MAY BE USEFUL IN LOCATING A STOLEN OR MISSING ASSET, EMCOMPASS TELEMATICS HAS MADE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE TRACKING ABILITIES OF THE SERVICES OR SYSTEM AFTER A THEFT HAS OCCURRED OR THE ASSET IS REPORTED MISSING.

Limitation of Liability:

IN NO EVENT SHALL ENVUE TELEMATICS BE LIABLE TO BUYER FOR ANY LOSS, DAMAGE, DISRUPTION, DELAY, CLAIM, COST OR EXPENSE ARISING FROM OR RELATED TO ANY FAILURE, INACCURACY, ERROR, DELAY OR DEFICIENCY IN PROVIDING ENVUE TELEMATICS SERVICE, OR ANY SUSPENSION OR TERMINATION OF ENVUE TELEMATICS SERVICE PURSUANT TO THIS AGREEMENT EVEN IF ENVUE TELEMATICS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ENVUE TELEMATICS’ MAXIMUM AGGREGATE LIABILITY IN RESPECT OF ALL CLAIMS ARISING HEREUNDER AND THE EXCLUSIVE REMEDY AVAILABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURY AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE ENVUE TELEMATICS SERVICE INCLUDING BUT NOT LIMITED TO, ANY FAILURE OR DISRUPTION OF ENVUE TELEMATICS SERVICE SHALL NOT EXCEED

THE AMOUNT CHARGED THE BUYER FOR ENVUE TELEMATICS SERVICE.

Miscellaneous Provisions:

This Agreement and all documents referred to herein shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings between EnVue Telematics and Buyer. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by the parties or authorized representatives.

If any provision of this Agreement is found to be prohibited by or invalid under applicable Laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement and Service Order which shall remain in force.

This Agreement and all applicable Service Order(s) and all matters arising from or connected therewith shall be governed by the laws of the State of Texas, without reference to the principles of conflicts of laws that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EnVue Telematics:

a Texas Limited Liability Company

By:

Name:

Title:

BUYER:

By:

Name:

BOAT AND OWNER INFORMATION

Owner's Name

Ship to

Owner's Address

Address

Owner's Address

Address

Owner's City/State/Zip

City/State/Zip

Name on Card

Card Number

Exp Date

CCV

Phone number

Boat Serial #

INSTALLATION INSTRUCTIONS

This is a simple Red and Black install—all of the other wires can be clipped or wire tied back—be sure label faces the sky

When you separate the two blue wires from the threaded thumbnut, your system will begin to activate.

Let us know how you want to pay for the device and once we receive payment along with the information above, we will ship out 2-day ground.

Email LLUNA@ECLLC.COM once the device is stalled and we will schedule software training and help you set up some initial geofences