



171 E Hillside Rd
Barrington IL 60010
800-477-9765

SMART FLEETTRAK SERVICE ORDER FORM

Complete Form and fax to 847-277-7965

Date:						
CUSTOMER INFORMATION						
Company Name:				Primary Contact:		
Address Line 1:				Email:		
Address Line 2:				Phone:	Fax:	
City:	State:	Zip Code:	Bill To Address:			
USER INFORMATION						
User Name	Email Address & Log in		Password	Time Zone	User Type (Admin, Manager, User)	
SERVICE FEES						
System	# of Vehicles	Base Fee	FCC Charge	Sensor Fee	Total	Total Monthly
Smart FleetTrak						
Garmin Unit – Model #						
Garmin Cable						
Temperature Monitoring						
Hours of Service (HOS)						
Trailer Location Unit (TLU)						
Total Monthly Fee						
Vehicle Reporting: 2 min.	Trailer Reporting Interval:		Contract Term:		Start Date:	
PAYMENT INFORMATION						
Service to be paid by:	[Check]	[Credit Card]	[Monthly]	[Annual]		
Card Type:	Card Number:			Cardholder:		
Expiration:	3 Digit Code:	Address:				
SPECIAL INSTRUCTIONS						
DEVICE AND VEHICLE ASSIGNMENT						
Unit ID	Unit ID	Unit ID	Unit ID	Unit ID	Unit ID	Unit ID
<i>Use the following abbreviations: -G for Garmin, -H for HOS, -TT for Trailer Tracking, -TS for Temperature Sensor, -O for Other</i>						
CUSTOMER AUTHORIZATION						
Customer Signature				Date		

**End User License Agreement
(EULA)**

Initial _____

1. PAYMENT TERMS

a. Customer agrees to pay for the vehicle tracking services as described on the Service Order Form signed by the Customer and attached to this initialed End User License Agreement. All deposits due for tracking hardware shall be paid in full by the Customer at the time this End User License Agreement is executed. Unless otherwise noted in the "Special Instructions" section on the Service Order Form, the Customer shall be billed at the end of each month and is due upon receipt of the monthly invoice. Invoices will be emailed to the address provided by Customer.

b. Payment is to be sent to the address on the top of this order form. If Customer selects to pay by credit card, the monthly fee will be automatically charged to the card provided on the Service Order Form. If Customer elects to pay annually, Customer will be charged for a full year of service each year on the date of this agreement for the term of the agreement as specified on the Service Order Form.

c. As long as payments are made in accordance with the terms set forth in the Service Order Form any Customer employee may access the website for the purpose of viewing Customer data. Customer is responsible for user administration and how and to whom system access is granted. Customer shall not under any circumstances reverse engineer or disassemble the Device(s) or decompile any Software located on the device or the web.

d. Ownership of the Device(s) does not transfer to Customer until the total of all payments due hereunder for the Device(s) has been paid in full.

e. All shipping dates are approximate and are based upon the actual date in which the Service Order Form is signed and received along with any deposits or advance payments. Reasonable efforts to meet the delivery dates requested by Customer will be made. Risk of loss passes to Customer upon delivery to Customer or the Customer's specified installer.

2. LIMITED WARRANTY.

a. The Device(s) will be free from defects in workmanship and materials for a period of one (1) year from the date that the Customer purchased the Device(s).

b. This Limited Warranty does not cover the repair or replacement of Device(s) damaged by tampering or accident.

c. Opening the Device shall constitute a breach of this End User License Agreement by the Customer.

d. Before returning any Device under this Limited Warranty, the Customer must obtain an RMA number. The device will be repaired or replaced in accordance with the terms of this Limited Warranty and sent back to the Customer who is responsible for its removal and re-installation.

e. If a replacement unit is sent to Customer in advance of the return of the faulty or damaged unit, Customer agrees to return the faulty unit within seven (7) business days and agrees to pay for any damages not covered by this warranty. If the faulty unit is not returned, the Customer agrees to pay for the advanced replacement unit.

f. Repair or replacement is your exclusive remedy under this agreement and in no case will Customer be entitled to damages exceeding the total of all payments made under this agreement.

g. The web based application requires high speed Internet access and Microsoft Windows Explorer 7 or greater on a PC running Microsoft Windows XP or VISTA with at least 1gig of memory for Vista users which is the minimum requirement set by Microsoft. The web based application will conform in all material respects to the current specifications for the version of the application available at the time this agreement was executed. The application has no control over Internet performance or access, the GPS satellite network and or the wireless data network and therefore Seller disclaims all performance warranties related to these services.

3. RETURN POLICY. Any uninstalled Device purchased by the Customer may be returned in good working condition within thirty (30) calendar days from the date of purchase for a refund of the amount paid. Customer is responsible for all shipping charges and professional installation fees. Any airtime fees that customer has incurred during this trial period will not be refunded. Activation fee will not be refunded.

4. TERMINATION OF THIS AGREEMENT. This End User License Agreement shall have a one (1) year term unless otherwise noted in the Contract Period section on the Service Order Form. The standard cancellation fee is \$50 per Device.

5. FOREIGN USE. Customer is subject to additional fees called roaming fees if the Customer operates vehicles outside the United States.

6. ASSIGNMENT. This agreement may be assigned in whole or in part without prior notice to the Customer.

7. GENERAL

a. This End User License Agreement shall be governed by the laws of the State of the Seller.

b. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

c. Customer is solely responsible for complying with any orders, rules and regulations of the Federal Communications Commission, or any other Federal, State or local governmental authority, applicable to the purchase, installation and operation of the Device(s).

d. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party ("Force Majeure") provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay.

e. This Agreement states the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter. No amendment or modification of this Agreement shall be made except by a writing signed by both parties.