



Service Order

5150 Broadway St. 606
San Antonio, TX 78209
www.RemoteGauge.com
(210) 402-3656

Customer (Company) Name	Customer Number
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Ordered by:		
Name, Position	Date	RG Rep
Phone	Email	
Address		

Billing Info (if different):	
Contact Name, Position	
Phone	Email
Address	

Delivery Info (if different):	
Contact Name, Position	
Phone	Email
Address	

Service Includes

Data & Analytics
Web Portal, User Accounts,
Custom Alerts & Exports

Use of Field Equipment
Tank Level Sensor Spool
Replacement Value: \$6,500
Power & Control Module
Replacement Value: \$7,500

Satellite Transmissions
Up to 200 Reports per month
\$0.50 each additional

Service Start Date	Quantity

Unit Cost

Monthly Service	\$299.00
+ Tax (8.25%)	\$24.67
Total Each	\$323.67

Monthly Total

Estimated Shipping

Total Due With Order

Monthly Renewal

Payment Method (Circle One)

Bank	Card
Draft	(3% Fee)

Service Order Agreement

This Service Order Agreement (“Agreement”) is made and entered into by and between Remote Gauge, LLC (“Provider”), a Texas limited liability company having an address at 5150 Broadway St. 606, San Antonio, TX 78209, and the customer identified on this form (“Customer”) as of the Order Date. Provider and Customer agree as follows.

1. Equipment. Provider will deliver to Customer the equipment specified (the “Equipment”). During the Term of this Agreement, Customer may install and use the Equipment as specified in the applicable user documentation and all instructions and updates provided to Customer by Provider in writing, online, or electronically (the “Documentation”). Provider owns the Equipment, and Customer has a limited right to use the Equipment as specified in this Agreement and the Documentation. Customer is responsible for installing, using, maintaining, and returning the Equipment as provided in the Documentation. Customer acknowledges that the Equipment is proprietary and protected by patent, copyright, trade secret, and/or other intellectual property laws. Customer agrees not to cause or allow the Equipment to be opened, disassembled, tampered with, reverse engineered, or otherwise subjected to unauthorized discovery.

2. Website Access. During the Term of this Agreement, Provider will permit Customer to access a Provider website (the “Website”) for the purpose of accessing data generated by the Equipment (the “Data”), subject to the terms and conditions of the Website. If at any time Customer is not in compliance with any of the terms of this Agreement, including payment of fees, then Provider may suspend or terminate Customer’s access to and use of the Website.

3. Fees and Payment. Customer agrees to pay Provider for all fees specified in the Service Order and all applicable taxes. All monthly fees and associated taxes are due and payable in advance on the first day of each month. Customer may maintain with Provider information for a valid and chargeable credit card (“Authorized Card”) or an automatic withdrawal agreement from a valid U.S. bank account (“ACH Account”) for payment of all amounts due and owing under this Agreement. Customer authorizes Provider to charge the Authorized Card or debit the ACH Account for the amounts payable by Customer to Provider under this Agreement. All payments are non-refundable. If at any time Customer fails to timely pay any amounts due under this Agreement, then Provider may accelerate all amounts due under this Agreement such that they become immediately due and payable.

4. Term. Unless terminated earlier as provided by this Agreement, the initial term of this Agreement will begin on the Order Date and will continue thereafter until the last day of the month beginning on the Service Start Date (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for successive one-month renewal terms unless Customer or Provider gives the other party written notice of termination at least 15 days before the end of the Initial Term or any renewal term (collectively, the “Term”).

5. Limited Warranty. Provider warrants that the Equipment will be free from defects in materials and workmanship for the Term of this Agreement if installed, used, and maintained in accordance with the Documentation. Customer’s sole remedy and Provider’s sole liability for any breach of this warranty is for Provider to repair or replace defective Equipment. PROVIDER DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY DATA GENERATED BY THE EQUIPMENT. EXCEPT AS PROVIDED IN THIS SECTION 5, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR OTHERWISE.

6. Theft, Loss, or Damage. If the Equipment is lost, stolen, damaged, or becomes inoperative for any reason other than a defect in material or workmanship as set forth in Section 5, Customer will immediately notify Provider and pay Provider the Replacement Value of the Equipment as specified in the Service Order.

7. Termination. If at any time Customer is not in compliance with any of the terms and conditions of this Agreement and fails to correct such deficiency within 15 days after Customer’s receipt of written notice of the deficiency, then Provider may terminate the Agreement and Customer agrees to promptly return the Equipment to Provider. If Customer does not deliver the Equipment to Provider in good working order (normal wear and tear excepted) within 10 days after the termination of this Agreement, Customer will be charged the Replacement Value of the Equipment as specified in the Service Order. **CUSTOMER MAY TERMINATE THIS AGREEMENT AT ANY TIME BY DELIVERING THE EQUIPMENT TO PROVIDER IN GOOD WORKING ORDER** (normal wear and tear excepted) along with written notice of termination.

8. Customer’s Responsibility for Damages. Except for any damage caused by a defect in materials or workmanship of the Equipment as set forth in Section 5, Customer will be responsible for any damage to persons or property OR violation of third parties’ rights arising out of or related to Customer’s installation and use of the Equipment (collectively, “Damages”), and Customer will pay for and defend Provider against any claims of third parties for such Damages.

9. Limitation of Liability. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY. PROVIDER’S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE DOLLAR AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE THEN CURRENT YEAR OF SERVICE IN WHICH THE EVENT OF LIABILITY FIRST ARISES.

10. Law and Venue. This Agreement is governed by the laws of the State of Texas, without giving effect to any rules regarding conflicts of laws. Exclusive jurisdiction and venue for any legal action concerning this Agreement will be in Bexar County, Texas.

X Customer Authorized Signature	Printed Name & Title	Date Signed
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