

# Corporate Terms and Conditions for the UTrakk\_DMeS Application Services

(the "Corporate Terms and Conditions")

## 1. REFERENCES

### 1.1 Form of Agreement

THESE CORPORATE TERMS AND CONDITIONS OF USE CONSTITUTE, WITH THE PROACTION SERVICE OFFER OF WHICH THEY FORM AN INTEGRAL PART, WITH THE CONFIDENTIALITY AND DATA PROTECTION AGREEMENT AND WITH THE OTHER APPLICABLE SPECIFIC AGREEMENTS TO WHICH ANY OF THE AFOREMENTIONED AGREEMENT MAY REFER OR WHICH MAY BE ADDED, A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND THE SUBSIDIARY OF THE PROACTION GROUP WITH WHICH THE SAID PROPOSAL HAS BEEN ENTERED INTO (THE "**PROACTION SERVICES AGREEMENT**").

### 1.2 Definitions

All capitalized words in the Proaction Services Agreement shall have the meaning attributed to them in the "Definition" section of the relevant instrument, where applicable, or in Appendix A attached to these Corporate Terms and Conditions in all other cases.

## 2. SERVICES INCLUDED WITH THE CORPORATE SUBSCRIPTION TO THE UTRAKK\_DMES APPLICATION SERVICES

### 2.1 Access to UTrakk\_DMeS Features

In consideration of the payment of the applicable Fees and subject to the Customer's full compliance with these Corporate Terms and Conditions, Proaction hereby accepts and allows the Customer, and its Authorized Users, to use the UTrakk\_DMeS Functionalities, all within the limits of and in accordance with the parameters agreed upon in the Proaction Service Offer.

### 2.2 Basic Support Services

UTrakk\_DMeS Access Rights include Basic Support Services.

### 2.3 Hosting services

UTrakk\_DMeS Access Rights include Customer Data Hosting Services. The Customer hereby authorizes any Proaction Group entity to transfer all or part of its Customer Data on servers operated by Authorized Hosting Providers and appoints Proaction its agent for the purpose of agreeing to, for and on behalf of the Customer, to all terms and conditions applicable to these services imposed by these Authorized Hosting Providers. Proaction undertakes to inform the Customer of any change to the Approved Hosting Providers within a commercially reasonable delay and if possible before the change takes effect.

### 2.4 UTrakk\_DMeS Application further Development

Proaction agrees to include in the UTrakk\_DMeS Access Rights, at no additional cost to the Customer and as soon as they are ready for commercialization, all modifications and improvements made from time to time to the

features of the UTrakk\_DMeS Application included in the UTrakk\_DMeS Access Rights, unless such modifications or improvements constitute (i) an independent optional module developed for use with the UTrakk\_DMeS Application, or (ii) a new software solution marketed by Proaction under a trademark other than the "UTrakk\_DMeS" trademark.

## 2.5 Virtual Community

Customer acknowledges that the UTrakk\_DMeS Application includes a virtual community that allows Authorized Users to share information relating to their use of the UTrakk\_DMeS Application and to interact with other users who may or may not be associated with Customer. The virtual community is accessible to persons outside the Customer's organization. To the extent Customer allows its Authorized Users to access the virtual community, Customer is responsible for the behavior of its Authorized Users and for ensuring that its Authorized Users do not share Confidential Information with the virtual community. Proaction does not control the information that is shared with the virtual community by Authorized Users and shall not be liable for any damages whatsoever resulting from Confidential Information being shared or disclosed by any user with any other member of the virtual community. Using the virtual community is optional and is subject to specific terms of use that apply in addition to the terms of use applicable to the UTrakk\_DMeS Application. When an Authorized Representative of Customer with administrator status activates the access to the virtual community for Authorized Users in the UTrakk\_DMeS Application, Customer shall be deemed to have accepted the terms and conditions specific to the virtual community.

## 2.6 Exclusion of Content

The production, transfer, adaptation or making available in any manner whatsoever of content to support Customer's use of the UTrakk\_DMeS Application is expressly excluded from the Proaction Services Agreement. However, the parties understand and agree that the Customer remains free, subject to the other provisions of these Corporate Terms and Conditions, to entrust the production of such content to anyone.

## 2.7 Implementation and configuration services

UTrakk\_DMeS Access Rights do not include Implementation and Configuration Services nor any Additional Services.

# 3. INTELLECTUAL PROPERTY AND LICENSE

## 3.1 Proaction Group Ownership

The Customer acknowledges and agrees that the Proaction Group entities own, or are licensees of, all intellectual property rights, title and interests in and to the UTrakk\_DMeS Application, its Software, its related Documentation, and the Proaction Materials, including but not limited to trademarks, copyrights and know-how related thereto, UTrakk being notably a registered trademark in connection with all versions of the UTrakk\_DMeS Application. No assignment or license of such rights is made or granted by the Proaction Services Agreement to any person, except for the limited use license set forth in Section 3.2. The Customer also agrees that any improvement or modification that may be made to the UTrakk\_DMeS Application, its Software, its Documentation and/or the Proaction Materials as a result of any suggestion, proposal, analysis, design or other form of contribution from the Customer, or any Authorized User, including but not limited to the results of any design thinking and/or co-creation session, shall remain at all times the exclusive property of Proaction Group.

## 3.2 UTrakk\_DMeS Application License

The provision of UTrakk\_DMeS Access Rights to the Customer by Proaction includes the grant to the Customer and its Authorized Users of a limited, non-exclusive, non-transferable and revocable license to use, solely for the

Customer's internal management needs, within the limits established by the Proaction Services Agreement, the UTrakk\_DMeS Application, including the Proaction Materials and related Documentation. All rights not expressly granted to the Customer under this license are expressly reserved by the Proaction Group and its licensors.

### 3.3 Prohibited Use

The Customer undertakes, for itself and on behalf of its Authorized Users, for the duration of the Proaction Services Agreement and at all times thereafter, not to, directly or indirectly, alone or jointly with others, whether in a partnership, association, company or otherwise:

- (i) access or attempt to access the source codes or object codes of the Software;
- (ii) copy all or part of the Software, Proaction Materials or Documentation in any way;
- (iii) decompile, disassemble or reverse engineer the Software, in whole or in part, or create any derivative work from the Software, the Proaction Materials or the Documentation, in whole or in part;
- (iv) Undo, disassemble or bypass any protective mechanism related to the Software;
- (v) use Proaction's trademarks and logos in any way whatsoever without Proaction's express written authorization; or
- (vi) violate in any way the Authorized Hosting Providers terms and conditions applicable to the use of the UTrakk\_DMeS Application.

Without limiting the generality of the foregoing, the Customer also undertakes, for itself and on behalf of its successors, assignees and Authorized Users, not to make any claim or assert any right against any Proaction Group entity, or any of the Proaction Group's licensors, that may affect negatively in any way whatsoever any intellectual property rights relating to the UTrakk\_DMeS Application, its Software, Documentation and/or the Proaction Materials.

### 3.4 Commitments relating to Authorized Users

The Customer undertakes to use all measures reasonably necessary with respect to its directors, officers, employees and subcontractors so that only Authorized Users of the Authorized Sites have access to the UTrakk\_DMeS Application and so that such Authorized Users abide by the User Terms of Use when using the UTrakk\_DMeS Application. The Customer is required to monitor its compliance with the limits and other parameters of the UTrakk\_DMeS Access Rights as set forth in the Proaction Service Offer and to notify Proaction of any excess or derogatory use. Proaction may at any time and at its sole discretion monitor Customer's use of UTrakk\_DMeS Access Rights to verify the Customer's compliance with any applicable limit or parameter.

## 4. LIMITATION OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THESE CORPORATE TERMS AND CONDITIONS, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE UTRAKK\_DMES APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF CONTENT OR ARISING FROM ESTABLISHED TRADE PRACTICES, LAW, USAGE OR COMMERCIAL PRACTICES, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

PROACTION GROUP ENTITIES CANNOT WARRANT OR GUARANTEE THAT THE UTRAKK\_DMES APPLICATION WILL BE ACCESSIBLE WITHOUT INTERRUPTION, SAFE, ERROR-FREE, ACCURATE, COMPLETE, OR UP TO DATE. PROACTION GROUP ENTITIES CANNOT WARRANT OR GUARANTEE THE RESULTS THAT MAY BE OBTAINED THROUGH THE UTRAKK\_DMES

APPLICATION OR ITS RELATED SERVICES, OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE UTRAKK\_DMES APPLICATION OR ITS RELATED SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION OF THE PROACTION SERVICES AGREEMENT, UNLESS THE PROACTION SERVICES AGREEMENT INCLUDES THE PAYMENT OF UTRAKK\_DMES SUBSCRIPTION FEES FOR THE USE OF THE UTRAKK\_DMES APPLICATION, SAID UTRAKK\_DMES APPLICATION IS PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, IN PARTICULAR WITH RESPECT TO ITS OPERATION OR SAFETY, PROACTION GROUP HEREBY EXPRESSLY EXCLUDES, WITHIN THE LIMITS OF APPLICABLE LAWS, ANY FORM OF LIABILITY THAT IT MAY INCUR AS A RESULT OF SUCH USE.

## 5. LIMITATIONS OF LIABILITY

### 5.1 Limitation of liability in case of interruption

SUBJECT TO THE LIMITATIONS OF PUBLIC ORDER PROVIDED BY LAW, PROACTION GROUP ENTITIES EXCLUDE ALL LIABILITY FOR ANY DAMAGES, DIRECT AND/OR INDIRECT, PUNITIVE, ACCESSORY, SPECIAL, CONSEQUENTIAL OR OTHER OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA ARISING FROM OR RELATING TO THE UTRAKK APPLICATION, OR RELATING TO THE UTRAKK APPLICATION, OR THE CONTENT OF THE SERVICES, OR THE INABILITY TO USE THE SAME WHETHER BASED ON AGREEMENT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF PROACTION HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO THE CUSTOMER ANY INTERRUPTION OR SUSPENSION OF ACCESS TO THE UTRAKK\_DMES APPLICATION, EXCEPT FOR DIRECT DAMAGES THAT MAY BE CAUSED TO CUSTOMER AS A RESULT OF THE UNAVAILABILITY OF THE UTRAKK\_DMES APPLICATION FOR A PERIOD OF MORE THAN THIRTY (30) CONSECUTIVE DAYS. IN SUCH CASE, PROACTION'S LIABILITY IS LIMITED TO THE PROPORTIONAL REIMBURSEMENT OF THE UTRAKK\_DMES SUBSCRIPTION FEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT PROACTION MAY OCCASIONALLY SUSPEND ACCESS TO THE UTRAKK\_DMES APPLICATION IN ORDER TO ENSURE MAINTENANCE OR PRESERVE ITS INTEGRITY, WITHOUT SUCH INTERRUPTION CONSTITUTING A DEFAULT UNDER THE PROACTION SERVICES AGREEMENT.

### 5.2 Monetary limitation of liability

Subject to the limitations of public order provided by law, the total aggregate liability of Proaction and all Proaction Group entities to the Customer under the Proaction Services Agreement may in no event exceed an amount equal to the Applicable Fees paid by the Customer during the twelve (12) months preceding the event giving rise to liability.

### 5.3 Force majeure

Neither Proaction nor any Proaction Group entity shall be considered in default under the Proaction Services Agreement for the unavailability of the UTrakk\_DMeS Application if the performance of its obligations, in whole or in part, is delayed or prevented due to a situation of force majeure. In particular, external factors beyond Group Proaction entities' control, such as war, invasion, insurrection, riot, fire, government order, strike, lockout, accident, delay in transporting supplier equipment or any other cause shall be deemed to constitute force majeure.

### 5.4 Virtual Community

Proaction Group companies shall not be held liable for any damage that may occur in connection with or because of Authorized Users or Customer's use of the virtual community.

5.5 Limitation of representations

The Customer acknowledges and declares that except for representations made in the Proaction Services Agreement, in the Documentation, or on the UTrakk\_DMeS Website, it is not relying on any representation by any person with regard to the features or performance of the UTrakk\_DMeS Application.

6. GENERAL

6.1 Assignment

The Customer may not assign or otherwise transfer its rights and obligations under the Proaction Services Agreement without Proaction's prior, express and written consent.

6.2 Ancillary measures

The Parties undertake to ensure that all necessary or useful measures are taken and to sign any other document that may be required in order to give full effect to the provisions of the Proaction Services Agreement.

6.3 Successors and assigns

All references to the Parties mentioned in the Proaction Services Agreement shall be deemed to also include, where applicable, a reference to their respective successors and assigns. These provisions shall also bind and benefit these successors and assigns.

6.4 Amendments

Subject to the renewal terms and conditions set forth in the Proaction Service Offer, the Proaction Services Agreement may only be amended, modified, replaced, canceled, renewed or extended, and its provisions may only be waived, by a written document signed by an Authorized Representative of each Party or, in the case of a waiver, by the waiving Party.

6.5 No Implied Waivers

No waiver of any provision of the Proaction Services Contract shall be valid unless confirmed in writing, and no such written waiver shall be construed as a future waiver. The failure or omission by a Party to require the performance of a provision of the Proaction Services Agreement at any time shall not diminish its right to require such performance at a later date. The fact that a Party does not require compliance with any of the provisions of the Proaction Services Agreement, or that such Party waives any claim with respect to any breach of the Proaction Services Agreement will not prevent the subsequent reliance on such provision and will not be considered as a waiver of claim in the event of a subsequent breach.

6.6 Cumulative Remedies

All rights, recourses and remedies available to a Party under the Proaction Services Agreement are cumulative and may be exercised simultaneously or separately.

6.7 Severability

To the extent possible, each provision of the Proaction Services Agreement shall be interpreted in such a way as to be applicable and valid under the Laws of the Applicable Jurisdiction. In the event that a provision is considered invalid, illegal or inapplicable for any reason whatsoever by a court of competent jurisdiction, such invalidity,

illegality or inapplicability shall not affect the validity, legality or applicability of the other provisions of the Proaction Services Agreement.

6.8 Entire Agreement

These Corporate Terms and Conditions, as well as the Proaction Service Offer (including the Proposal and the Terms and Conditions of the Proposal contained therein) and the Applicable Specific Agreements (including the Confidentiality and Data Protection Agreement) together form the Proaction Services Agreement, which supersedes and replaces all previous agreements between Proaction and the Customer with respect to the UTrakk\_DMeS Application, including all previous service offers, orders and agreements, whether oral or written.

6.9 Electronic signature

The electronic signatures of the Authorized Representatives of the Parties that are affixed in accordance with the Laws of the Applicable Jurisdiction shall be deemed to be original signatures.

## APPENDIX A - Definitions

Additional Services:	Refers to any sale of product as well as any provision of services related to the UTrakk DMeS Application made by any entity of Proaction Group for the benefit of Customer (or any of its Authorized Users) that is not expressly included in the UTrakk DMeS Access Rights, in the Basic Support Services, in the Implementation and Configuration Services or in the Customer Data Hosting Services.
Applicable Fees:	Refers to the UTrakk_DMeS Subscription Fee, the Non-Recurring Implementation Fee and the Logistics Fee.
Applicable Jurisdiction:	Means Canada, unless a different jurisdiction has been agreed to by the Parties in the Proposal.
Applicable Specific Agreements:	Refers to any written agreement between an Authorized Representative of the Customer and an Authorized Representative of Proaction which is subject to these Corporate Terms and Conditions.
Approved Hosting Provider:	Refers to any data hosting provider designated as such in the Privacy Policy or on the UTrakk_DMeS Website.
Authorized Representatives:	In the case of a Party, the individual(s) designated as such in the Proposal or designated as such at any time by means of a written communication from the signatory of the Proaction Service Offer for that Party addressed and transmitted to the other Party's signatory to the Proaction Service Offer.
Authorized Sites:	Refers to the Customer's places of business identified in the Proposal.
Authorized Subcontractor:	Refers to any subcontractor of Proaction who is, from time to time, authorized by Proaction to process Personal Data.
Authorized users:	Designates all directors, officers and employees of Customer who have a valid username and password to access the UTrakk_DMeS Application and whose usual place of work is an Authorized Site.
Basic Support Services:	Refers exclusively to the basic services that Proaction undertakes to provide to its customers under the terms and conditions of its Service Level Statement.

<p>Confidential Information:</p>	<p>Means and designates any information on any fact relating to the business of a party that is not generally known or accessible to the public, including but not limited to (i) the terms and conditions of the Proaction Services Agreement, (ii) any information relating to the products, services, projects, business opportunities, and intellectual property of a party; (iii) any strategic, commercial, financial, accounting, tax and/or legal information of a party, including but not limited to any such information relating to suppliers, customers, shareholders, directors, officers, employees and agents of that party for which that party has agreed to maintain confidentiality, regardless of when the disclosure was made, the medium in which such information is recorded, or the manner in which it is disclosed or made available to or acquired by the other party. For greater certainty, the term "Confidential Information" means and includes the original of such information, as well as any copies, reports, analyses, products and other materials that may be derived from or contain the original of such information in any form (oral, written, electronic or other). Notwithstanding the foregoing, the following information is expressly excluded from this definition of confidential information:</p> <p>(a) information that was publicly known or accessible to the public prior to the date of receipt by the other party;</p> <p>(b) information that becomes known or accessible to the public after the date of receipt by the other party, without a breach of the Proaction Services Agreement by the other party; and</p> <p>(c) information that has been received at any time from a third party who is not subject to a confidentiality agreement with the party from whom it originated.</p>
<p>Confidentiality and Data Protection Agreement:</p>	<p>Refers to the <i>Proaction Privacy and Data Protection Agreement</i> as published and available on the UTrakk_DMeS Website.</p>
<p>Corporate Terms and Conditions:</p>	<p>Refers to these <i>Corporate Terms and Conditions of Use for the UTrakk_DMeS Application Services</i>.</p>
<p>Courts of the Applicable Jurisdiction:</p>	<p>Designates, unless a different choice of court has been agreed to by the Parties in the Proposal, the competent courts of the judicial district of Montreal, Canada.</p>
<p>Customer Data Hosting Services:</p>	<p>Refers to the Customer Data hosting services provided by Proaction through its Authorized Hosting Providers to enable the use of the UTrakk_DMeS Application by the Customer's Authorized Users.</p>



Customer Data:	Means all data that Proaction may from time to time collect or to which it may otherwise have access in the course of providing the Software Services with respect to the Customer's business, including, but not limited to, Personal Data of Authorized Users, as well as content produced, transferred, adapted and/or made available in any manner whatsoever to the Customer by any person for the purpose of the Customer's use of the UTrakk_DMeS Application, but excluding the Proaction Materials.
Documentation:	This expression has the meaning attributed to it in the definition of Proaction Materials.
Fees for Additional Services:	Refers to all fees, charges, disbursements to other Logistics Fees payable by Customer for Additional Services.
Implementation and Configuration Services:	Refers exclusively to the services set forth in the Proposal with respect to the configuration of the UTrakk_DMeS Application, the tests and adjustments related to such configuration, and/or the basic group and individual technological training of Customer's personnel that may be related thereto.
Laws of the Applicable Jurisdiction:	Refers to all laws, as well as all regulations and decrees issued by the legislative and regulatory authorities of the applicable Jurisdiction, as well as international treaties directly applicable therein.
Logistics Fees:	Refers to non-recurring costs related to travel, accommodation and communications incurred by Proaction or its personnel for the provision of Implementation and Configuration Services, as well as for the provision of Additional Services, when such services are provided outside Proaction Group sites.
Non-Recurring Implementation Fees:	Refers to the fees set forth in the Proaction Service Offer between the Customer and Proaction for Implementation and Configuration Services.
Parties:	Refers strictly and solely to the Customer and Proaction.
Personal Data:	Any portion of the Customer Data that is subject to privacy laws, regulations and decrees applicable in the jurisdiction in which a person whose Personal Data is collected by the Customer and uploaded into the UTrakk_DMeS Application is residing, including without limitation personal information as defined by privacy laws, regulations and decrees applicable in Canada, the United States and the European Union.

Privacy Policy:	Refers to the <i>Privacy Policy</i> as published and available on the UTrakk_DMeS Website.
Proaction Group:	Strictly and solely refers to Proaction International Inc., Proaction World Inc. and Proaction's Subsidiaries.
Proaction Materials:	Refers to any creation, work or invention, any graphic, drawing, or design, any photograph, illustration, as well as any other intellectual production, in any form whatsoever, whether or not protectable, including, without limitation, the Content (as defined in the Terms of Use) and the Proaction Data (as defined in the Privacy Policy and the object and source codes, provided, produced or created by Proaction, its employees and/or subcontractors in the context of the provision of Software Services, as well as all documentation related to this Proaction Materials and to the Software (all such documentation being hereinafter referred to as the " <b>Documentation</b> ").
Proaction Service Offer:	Refers to the service offer document entered into between the Customer and Proaction (including the Proposal made to the Customer by Proaction and the Terms and Conditions of the Proposal), a document into which these Corporate Terms and Conditions are automatically incorporated by reference.
Proaction Services Agreement:	Refers to the agreement described in paragraph 1.1 of these Corporate Terms and Conditions.
Proaction Subsidiary:	Refers to any subsidiary of Proaction International Inc. or Proaction Monde Inc. including, in particular, Proaction Groupe conseil inc. and other entities identified as such on the UTrakk_DMeS Website.
Proaction:	Refers strictly and solely to the Proaction Subsidiary with which the Proaction Service Offer was entered into.
Proposal Terms and Conditions:	Refer to the section entitled "Terms and Conditions of the Proposal" of the Proaction Service Offer.
Proposal:	Refers to the section entitled "Proposal" of the Proaction Service Offer.
Service Level Statement:	Refers to the <i>Service Level Statement</i> applicable to the Proaction Services Contract, as published and available on the UTrakk_DMeS Website.

Software Services:	Collectively means the availability of the UTrakk_DMeS Application for the purpose of UTrakk_DMeS Access Rights, Basic Support Services, Implementation and Configuration Services, Customer Data Hosting Services and Additional Services.
Software:	Refers to the source and object codes of the UTrakk_DMeS Application, as well as the visual and behavioral presentation of its graphical interfaces.
Technical and Organizational Measures:	Refers to the <i>Technical and Organizational Data Security Measures</i> , as published and available on the UTrakk_DMeS Website, adopted by Proaction to ensure its compliance with the laws, regulations and decrees applicable to Personal Data.
Term:	Refers initially to the term during which UTrakk_DMeS Access Rights are first granted to the Customer by Proaction under the Proaction Services Agreement and subsequently to any term in effect following any renewal of the previous Term and any modification of the Term in effect.
User Terms of Use:	Refers to all UTrakk_DMeS Application policies, procedures and terms of use applicable to Authorized Users in effect from time to time, as published and available on the UTrakk_DMeS Website (including without limitation the terms and conditions imposed by the Authorized Hosting Providers for Customer Data Hosting Services).
UTrakk_DMeS Access Rights:	Means the right for Authorized Users to use the UTrakk_DMeS Features in accordance with the Proaction Services Agreement as set forth in paragraph 2.1 of these Corporate Terms and Conditions.
UTrakk_DMeS Application:	Refers to all basic web application software of the UTrakk_DMeS suite marketed by Proaction Group, as described on the UTrakk_DMeS Website.
UTrakk_DMeS Features:	Refers to the Features of the UTrakk_DMeS Application included in the Proposal, as more fully described in the Proposal, the Documentation and/or the UTrakk_DMeS Website.
UTrakk_DMeS Subscription Fee:	Refers to the recurring fees payable for a given Term by the Customer for the UTrakk_DMeS Access Rights, as determined in the Proaction Service Offer for the first Term and according to the renewal and amendment conditions set out in said Proaction Service Offer for subsequent Terms.

UTrakk_DMeS Website:	Refers to the UTrakk_DMeS Application website accessible at: <a href="http://www.utrakk.com">www.utrakk.com</a> .
Visual and behavioral presentation of graphical interfaces:	Refers to the set of rules that govern the visual presentation and behavior of the "user" and "administrator" graphical interfaces of the UTrakk_DMeS Application, i.e., on the one hand, the design and architecture of these interfaces, their colors, shapes, the layout of their elements and the fonts used, and, on the other hand, the layout and interrelationships of dynamic elements such as buttons, dialog boxes and menus.