

UTrakk_DMeS Application Service Level Statement
(the “**Service Level Statement**”).

This Service Level Statement constitutes a specific agreement incorporated into the Proaction Services Agreement by the Proaction Service Offer between the Customer and the Proaction Subsidiary with which the Proaction Service Offer was entered into. This Service Level Statement establishes the terms and conditions under which the Basic Support Services are offered to Authorized Users of the UTrakk_DMeS Application.

1 DEFINITIONS

Capitalized terms in this Service Level Statement have the meanings ascribed to them in Appendix A attached to the Corporate Terms and Conditions or to the Proaction Service Offer, except as defined below:

“**Basic Support Services**” means only those services expressly referred to in Section 3.1 hereof.

“**Business Days**” means regular business days, Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST/EDT), excluding weekends and Canadian statutory holidays.

“**Customer Support Requests**” means any written request filed by a Customer’s Super User with the Support Team with respect to an Incident. A Customer Support Request must include a clear and detailed description of the relevant Incident(s) and the impact of such Incident(s) on Customer’s performance and/or access to the UTrakk_DMeS Application.

“**Customer**”: means the entity designated as such in the Proaction Service Offer.

“**Incident**” means any spontaneous event emanating from the UTrakk_DMeS Application and affecting its operation and/or Customer’s access to the same, but subject to the exclusions set forth in Section 3.4 hereof.

“**Super-Users**” means Customer’s administrators and employees who are registered as “Super-Users” through their UTrakk_DMeS Application user account and who are duly authorized to act as such by Customer.

“**Support Team**”: refers to the technical personnel assigned by Proaction Group entities to oversee communications between Proaction and the Customer in connection with Basic Support Services.

“**Technical Documentation**”: refers to the Documentation made available to the Customer from time to time by Proaction and which is intended to facilitate the use of the UTrakk_DMeS Application, such as, for example, documentation relating to bugs or errors identified in the UTrakk_DMeS Application and the Workarounds available to correct these errors.

“**Workaround**” means any solution to an Incident that is presented to Customer in the form of instructions on how to avoid a problem caused by such Incident and achieve a level of availability, performance and/or functionality equivalent to the level of availability, performance and/or functionality the UTrakk_DMeS Application would achieve if the Incident had not occurred.

2 GENERAL TERMS AND CONDITIONS

2.1 Term and termination

This Service Level Statement will automatically take effect on the day the Proaction Services Agreement comes into force and will expire when all UTrakk_DMeS Access Rights have been terminated or have expired.

2.2 Remote access for troubleshooting

By accepting the Proaction Service Offer and the Corporate Terms and Conditions, the Customer agrees to allow all Authorized Users to provide the Support Team with remote access, for troubleshooting purposes, to all accounts, computer systems and mobile devices used to access and use the UTrakk_DMeS Application.

2.3 Intellectual Property

All Technical Documentation, Workarounds, bug fixes, software patches, enhancements and other modifications made to the UTrakk_DMeS Application as part of or as a result of the provision of Basic Support Services, including modifications and improvements made for the Customer's benefit or at the Customer's request as part of the provision of Additional Services or otherwise (all of the foregoing being collectively referred to as the "Support Work Product") are deemed to be the exclusive property of Proaction Group entities, notwithstanding that all or part of such Support Work Product may have been created with the collaboration of the Customer, or any of its Authorized Users. Consequently, and without limiting the foregoing, all right, title and interests in any intellectual property relating to Support Work Product are governed by the provisions of Section 3 of the Corporate Terms and Conditions.

2.4 WARRANTY LIMITATIONS

EXCEPT AS EXPRESSLY STATED IN THIS SERVICE LEVEL STATEMENT, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE BASIC SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF CONTENT, OR ARISING FROM ESTABLISHED TRADE PRACTICES, LAW, USAGE OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE APPLICABLE JURISDICTION.

PROACTION GROUP ENTITIES DO NOT WARRANT THAT THE BASIC SUPPORT SERVICES PROVIDED WILL BE SUCCESSFUL IN RESOLVING ALL INCIDENTS REPORTED BY THE CUSTOMER. THE BASIC SUPPORT SERVICES ARE PROVIDED TO THE CUSTOMER "AS IS". TO THE EXTENT PERMITTED BY THE LAWS OF THE APPLICABLE JURISDICTION, THE PROACTION GROUP ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE BASIC SUPPORT SERVICES PROVIDED TO THE CUSTOMER.

2.5 LIMITATION OF LIABILITY

SUBJECT TO THE LIMITATIONS OF PUBLIC ORDER PROVIDED BY THE LAWS OF THE APPLICABLE JURISDICTION, PROACTION GROUP ENTITIES DISCLAIM ALL LIABILITY FOR ANY DAMAGES, DIRECT AND/OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE BASIC SUPPORT SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PROACTION HAS BEEN ADVISED THAT THE FAILURE TO PROVIDE THE BASIC SUPPORT SERVICES MAY CAUSE THE CUSTOMER TO SUFFER DAMAGES.

3 BASIC SUPPORT SERVICES

3.1 Services included in Basic Support Services

Basic Support Services include: a) online access to Technical Documentation at all times; and b) Incident resolution services provided remotely by the Support Team through the Customer Support Request procedure described in Section 3.3.

3.2 Services Excluded from Basic Support Services

The following services are not included in Basic Support Services: a) programming services; b) training services; c) services involving hardware ; d) services provided at the Customer's location; e) support for third-party products and services; or f) support for business-related issues.

3.3 Customer Support Request Procedure

The following procedure will be followed to process any Customer Support Request:

- (a) Customer's Super-Users may request Incident resolution services from the Support Team at any time, by sending a Customer Support Request by email to : support@utrakk.com

- (b) The Support Team will respond to Customer Support Requests within 48 hours (Business Days).
- (c) Once the response is received, the Support Team will use reasonable efforts to restore normal use of the UTrakk_DMeS Application for Customer by providing a full resolution of the Incident or, if such resolution is not reasonably practicable, a reasonable Workaround.
- (d) The Support Team will provide updates to Super-User on the progress made in resolving each Incident at intervals commensurate with its severity level.

3.4 Exclusions

Without limiting the generality and applicability of any limitation of liability set forth in the Proaction Services Agreement, including but not limited to those set forth in this Service Level Statement, the following situations are deemed not to constitute Incidents and are therefore deemed not to require the involvement of the Support Team:

- (a) occurrences caused by Customer or third parties' products, services, equipment and/or mobile devices ;
- (b) occurrences caused by Customer's access to the Internet, or lack of access to the Internet;
- (c) Interruption of the Customer's access to the UTrakk_DMeS Application resulting from: a) an update, improvement or routine maintenance of the system by Proaction, if written notice is sent to Customer 48 hours in advance (Business days) or b) emergency maintenance;
- (d) occurrences resulting from the suspension, cancellation, termination or expiration of all or part of the Proaction Services Agreement; and
- (e) force majeure events.