

Statement of Service Levels

Last Update: January 1st, 2017

This UTrakk Statement of Service Levels (the “**UTrakk-SSL**”) provides the terms and conditions of the Standard Support Services (as defined herein) made available to all customers of the UTrakk^{MC} application (the “**UTrakk Application**”). It forms an integral part of any online services agreement entered into by and between a Customer and Proaction TI inc. (« **Proaction TI**) granting access to the UTrakk Application.

1 DEFINITIONS

The following definitions shall govern this UTrakk-SSL:

- 1.1** “**Business Days**” means a regular business day, Monday through Friday, 8:00 a.m. to 5:00 p.m. (EST/EDT), which exclude weekends, and Canadian statutory holidays.
- 1.2** “**Customer**” shall refer to the entity referred to as such under any online services agreement granting access to the UTrakk Application, as well as all users and Super-Users of the UTrakk Application registered for such Customer.
- 1.3** “**Customer Support Requests**” means any written request relating to an Incident filed by a Customer’s Super-User to the Support Team. A Customer Support Request must include a clear and detailed description of the relevant Incidents, as well as of the impact such Incidents have on the performance of, and/or on the access to, the UTrakk Application for the Customer.
- 1.4** “**Incident**” means any occurring unplanned event originating from Proaction TI and/or the UTrakk Application which affects the performance of, and/or the access to, the UTrakk Application, for the Customer, the whole however subject notably to the exclusions set forth in Section 3.4 hereof.
- 1.5** “**Standard Support Services**” shall only refer to the services expressly referred to in Section 3.1 hereof.
- 1.6** “**Super-Users**” means employees and/or representatives of the Customer registered as “Super-Users” through the UTrakk Application.
- 1.7** “**Support Team**” refers to the technical staff appointed by Proaction TI to supervise all communications between Proaction TI and the Customer relating to the Standard Support Services.
- 1.8** “**User Documentation**” refers to documentation made available to Customer from time to time by Proaction TI, such as documentation relating to relevant known bugs or errors in the UTrakk Application, and available Workarounds to fix such bugs and errors.
- 1.9** “**Workaround**” means any solution to an Incident that is delivered to Customer as instructions on how to avoid a problem caused by such Incident and achieve a level of availability, performance, and functionality of the UTrakk Application equivalent to the level of availability, performance, and functionality it would achieve if the Incident would not occur.

2 GENERAL TERMS AND CONDITIONS

2.1 Term, Termination

This UTrakk-SSL shall come into force automatically on the first day the Customer enters into any online services agreement with Proaction TI inc. granting access to the UTrakk Application, and it shall expire when all online services agreements granting access to the UTrakk Application to the Customer are either terminated or have expired.

2.2 Remote Access for troubleshooting

By entering into any online services agreement with Proaction TI inc. granting access to the UTrakk Application, the Customer hereby undertakes and agrees to allow any and all its users to provide remote access to the Support Team to all accounts, computer systems, and mobile devices they use with the UTrakk Application, for troubleshooting purposes.

2.3 Intellectual Property

Proaction TI shall own all proprietary rights, including patents, copyrights, trade secrets, and other proprietary rights, in and to any corrections, bug fixes, software patches, enhancements, or other modifications to the UTrakk Application made while delivering the Standard Support Services, including custom modifications, and any intellectual or other property rights therein shall be the exclusive property of Proaction TI.

2.4 Warranty Disclaimer

Proaction TI makes no warranties that the Standard Support Services provided will be successful in resolving any or all Incidents reported by Customer. Support is provided to Customer on an "as is" basis. To the maximum extent permitted by applicable law, Proaction TI disclaims all warranties and conditions, whether express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose for the Standard Support Services provided by Proaction TI to Customer.

3 STANDARD SUPPORT SERVICES

3.1 Services Included in the Standard Support Services

The Standard Support Services include: (a) online access to the User Documentation, when available, on a 24/7/365 basis; and (b) Incidents solving services provided by the Support Team through the Customer Support Requests process.

3.2 Services not included in the Standard Support Services

The Standard Support Services do not include any: (a) programming services; (b) training services; (c) hardware related services; (d) services to be provided at the Customer's site; (e) support for third party products and services; or (f) support or assistance for business related questions.

3.3 Customer Support Requests Process

For each Customer Support Request, the following process shall be followed:

- (a) Customer's Super-Users may request Incidents resolution services from Proaction TI on a 24/7/365 basis, by submitting a Customer Support Request by email at support@utrakk.com.
- (b) Proaction TI will reply to Customer Support Requests within 48 hours (Business Days).

- (c) Following reply, the Support Team will use commercially reasonable efforts to restore normal use of the UTrakk Application for the Customer by providing a complete resolution of the Incident or, if and when such resolution is not reasonably achievable, by providing Customer with a reasonable Workaround.
- (d) The Support Team will provide updates regarding their progress toward resolution of each Incident to Super-Users at intervals proportionated to its degree of severity.

3.4 Excluded Incidents

Without limiting the generality and applicability of any limitation of liability set forth in this UTrakk-SSL or in any online services agreement granting access to the UTrakk Application, the following events shall be deemed not to be Incidents, and therefore shall be deemed not to warrant any assistance from the Support Team:

- (i) events caused by Customer's or third party's products, services, hardware and/or mobile devices;
- (ii) events caused by the Customer's access to Internet, or lack thereof;
- (iii) Interruption of the Customer's access to the UTrakk Application resulting from (a) scheduled system upgrades, enhancements or routine maintenance by Proaction TI, if prior written notice is sent to Customer 48 hours (Business Days) in advance, or from (b) emergency maintenance;
- (iv) events resulting from the suspension, cancellation, termination, or expiry of any online services agreement granting access to the UTrakk Application; and
- (v) events caused by a "force majeure".