

This agreement constitutes a legally binding contract between LOGICIEL FISCAL VL INC., doing business as GROUPE ODOTRACK CANADA ("ODOTRACK"), and the client (the "Client") with respect to access to, use of, and provision of the services, software, cloud platforms, equipment, applications and related services offered by ODOTRACK.

1. GROUPE ODOTRACK CANADA SERVICES

ODOTRACK provides telemetry, data transmission, trip management, access to a SaaS web-based and cloud platform, and related services enabling, among other things, the collection, transmission, analysis, consultation and management of data relating to registered vehicles. The services are provided in accordance with the features, technical limitations, plans and conditions applicable at the time of use.

2. LICENCE TO USE

Subject to compliance with this agreement and payment of all amounts due, ODOTRACK grants the Client a limited, revocable, non-exclusive, non-assignable and non-transferable licence to use its software, platforms, applications and services solely for the Client's internal purposes and for the term of the agreement. No intellectual property rights are transferred to the Client.

3. CLOUD SERVICES (SAAS/CLOUD)

The Client acknowledges that the services are hosted on cloud infrastructure that may be operated by ODOTRACK or by third-party providers. ODOTRACK uses reasonable efforts to ensure the availability, maintenance and evolution of the services, without however warranting uninterrupted access, error-free operation or compatibility with all Client systems. ODOTRACK may perform maintenance, updates, patches or temporary interruptions where required for the security, performance or improvement of the services.

ODOTRACK may also, without liability to the Client, suspend, limit or temporarily or permanently interrupt access to the services, software, network or equipment when necessary, including in the event of maintenance, updates, security requirements, abusive or unauthorized use, non-payment, risk to ODOTRACK systems, legal or regulatory requirement, or any event beyond its reasonable control. ODOTRACK shall not be liable for any loss of data, loss of revenue, business interruption, reputational harm or other damages resulting from such suspension, limitation or interruption.

4. AMENDMENT OF TERMS

ODOTRACK may amend, update or replace these terms, rates, plans, service features or any applicable policy, subject to applicable laws and reasonable notice where required. Any amendment takes effect on the date indicated in the notice, upon publication on ODOTRACK's website, or in accordance with any other method communicated to the Client. Continued use of the services after the amendments take effect constitutes acceptance of the amended terms. Where an amendment significantly increases the Client's obligations or significantly reduces ODOTRACK's obligations, ODOTRACK shall provide notice in accordance with applicable legal requirements.

5. IDENTIFIERS

The Client acknowledges that it has no ownership rights in any identifier issued to, or associated with, the Client or any equipment sold by ODOTRACK and used by the Client.

6. UPDATES

ODOTRACK may update the software, functionality and configuration of the Client's equipment, whether such equipment is loaned or sold by ODOTRACK, including over-the-air updates. The Client accepts and authorizes ODOTRACK to perform such updates and modifications as required, without prior notice.

7. RELATIONSHIP WITH THE NETWORK PROVIDER

The Client expressly understands and agrees that it has no contractual relationship of any kind with the network provider and that it is not a third-party beneficiary of any agreement between ODOTRACK and the network provider.

Furthermore, the Client expressly understands and agrees that the network provider makes no representations and gives no warranties whatsoever and has no legal, equitable or other obligation of any nature toward the Client, regardless of the form of claim, whether for breach of contract, warranty, negligence, tort or otherwise.

Unless caused by ODOTRACK's negligence, the Client shall hold harmless the network provider that supports the provision of ODOTRACK's services, as well as its officers, employees and agents, from and against any and all such claims, including without limitation claims for libel, slander, copyright infringement, bodily injury or death, arising directly or indirectly from this agreement or from the use, misuse, failure to use or inability to use the equipment. This indemnification obligation shall survive termination of this agreement.

8. PROTECTION OF PERSONAL INFORMATION

ODOTRACK collects, uses, retains, discloses and protects personal information in accordance with the *Act respecting the protection of personal information in the private sector*.

The Client consents, for itself and for authorized users, to the collection and use of information necessary for the provision, management, billing, security and improvement of the services. ODOTRACK implements security measures that are reasonable and proportionate to the sensitivity of the information processed.

The Client remains responsible for obtaining all required consents from its employees, representatives, drivers or other individuals concerned where their information is transmitted or made accessible to ODOTRACK.

For further details, the Client may consult the *Privacy Policy* implemented by ODOTRACK and available at the following address: <https://odotrack.com/en/privacy-policy/>

9. LIMITATIONS APPLICABLE TO MANDATORY EMERGENCY SERVICES

This paragraph applies solely to the provision of mandatory emergency services. With respect to the provision of mandatory emergency services, ODOTRACK shall not be liable for the following:

- Libel, slander, defamation or copyright infringement arising from material or messages transmitted over ODOTRACK's network from the Client's property or premises, or recorded by the Client's equipment or ODOTRACK's equipment;
- Damages arising from the acts, defaults, negligence or omissions of the Client in connection with the use or operation of the Client's equipment or equipment sold by ODOTRACK;
- Damages arising from the transmission of material or messages over ODOTRACK's network on behalf of the Client that are unlawful in any respect;
- Any act, omission or negligence of other telecommunications companies or systems where their facilities are used to establish connections to or from the Client's facilities or equipment.

In addition, except where negligence by ODOTRACK results in bodily injury, death or damage to the Client's property or premises, ODOTRACK's liability for negligence in connection with the provision of mandatory emergency services shall be limited to the greater of twenty dollars (\$20) and three times the amount, if any, that ODOTRACK would otherwise be entitled to receive as reimbursement for the provision of defective services under this agreement.

10. NETWORK PROVIDER AGENT

The Client hereby acknowledges that ODOTRACK acts as agent for the network provider that supplies services to ODOTRACK solely for the purpose of ensuring the enforcement of the foregoing provisions.

11. VOICE SERVICE

The network provider's services do not include any voice service.

12. SMART CARD

The smart card sold with the equipment may be used only with such equipment and with no other wireless device. Any other use is prohibited and shall be billed to the Client at the rates then in effect. In addition, any breach of this prohibition may result in termination of the Client's agreement and early termination charges.

13. CONDITIONS FOR EFFECTIVE DATE

No device shall be delivered by ODOTRACK unless ODOTRACK has received: (1) a valid payment method; (2) a signed document authorizing ODOTRACK to automatically and pre-authorizedly collect payments from the payment method provided; and (3) the first payment payable under the agreement.

14. BILLING

The Client is responsible for full payment of the amount indicated on its invoice upon receipt thereof. Any unpaid balance shall bear interest at the rate of 2% per elapsed month following the invoice issue date, compounded daily (26.82% per annum), and shall be charged to the Client's account monthly.

An administrative fee of thirty dollars (\$30) shall be charged to the Client's account if a cheque, pre-authorized payment or credit card payment is not honoured by the Client's financial institution or credit card issuer.

15. CLIENT PORTAL – ACCESS TO AGREEMENTS AND INVOICES

All agreements, invoices, credit notes, statements of account and other account-related documents are made available to the Client electronically through the Client Portal.

The Client is responsible for regularly consulting the Client Portal in order to review such documents and download, save or print copies for its records.

Making such documents available in the Client Portal constitutes valid delivery to the Client and fully satisfies ODOTRACK's obligation to provide such documents.

Except where required by applicable law or where access to the Client Portal is impossible due to a failure attributable to Odotrack, Odotrack is not required to reprint, reproduce, resend or mail agreements, invoices or any other document already made available in the Client Portal.

Any request for an additional copy or retransmission of such documents may, at Odotrack's sole discretion, be subject to administrative fees.

16. IN CASE OF PAYMENT DEFAULT – ACCESS BLOCKED

Use of any device supplied by ODOTRACK is conditional upon compliance with the terms set out in this agreement. In the event of payment default, ODOTRACK reserves the right to automatically block access to the device(s) for any user who fails to comply with its obligations.

Access to the device(s) may be unblocked for a period of thirty (30) days only once the default has been fully cured, including, without limitation, payment of overdue monthly payments, fees, taxes and any other applicable penalties or charges, as the case may be. Additional fees of seventy-five dollars (\$75) shall be payable to unblock access to the device(s).

17. DATA TRANSMISSION

The Client acknowledges that data transmission depends, among other things, on telecommunications networks, cellular coverage, GPS systems, power supply, equipment condition, atmospheric factors and circumstances beyond ODOTRACK's reasonable control. Accordingly, the services may be affected by interruptions, delays, losses, inaccuracies or temporary unavailability.

18. DISPUTED CHARGES

If the Client identifies an error on its invoice, the Client must notify ODOTRACK within thirty (30) days of the billing date, failing which the Client shall be deemed to have irrevocably accepted such charges and shall no longer be entitled to dispute them.

19. DEPOSIT

To secure the performance of the Client's obligations hereunder, ODOTRACK may require the Client, at any time, to provide a deposit equal to three (3) subscription periods per registered device. ODOTRACK may apply all or part of the deposit toward payment of any amount due hereunder. If applicable, the Client shall replenish the deposit to an amount acceptable to ODOTRACK within ten (10) days following written notice from ODOTRACK to that effect. If this agreement terminates for any reason whatsoever, ODOTRACK may apply the deposit toward payment of the outstanding balance of the Client's account, including any early termination fees that may apply. If there is no unpaid balance, or if such balance is less than the amount of the deposit, the deposit or remaining balance thereof shall be refunded to the Client.

20. AUTOMATIC PAYMENT

If the Client's payment plan involves a subscription or recurring payments, or if the Client has requested payment by automatic debit to its credit card or another payment method, the Client expressly authorizes ODOTRACK to charge the Client's credit card or other automatic payment method for all fees payable (including taxes) appearing on its account, including, without limitation, interest charges and any fees that may relate to termination of this agreement. The Client agrees that no refund shall be granted for any partially completed subscription period.

21. LOST, STOLEN OR DESTROYED EQUIPMENT

Any equipment supplied, loaned, leased or sold by ODOTRACK remains subject to the terms of this agreement. The Client undertakes to use only equipment authorized by ODOTRACK, in accordance with the applicable instructions, and not to modify, alter, move, disassemble or attempt to repair the equipment without ODOTRACK's prior written authorization.

The Client shall promptly notify ODOTRACK of any loss, theft, destruction, defect or damage affecting any equipment. Where applicable, replacement fees of two hundred forty-nine dollars and ninety-five cents Canadian (CAD \$249.95), plus taxes, may be charged per item of equipment. No reduction, compensation or suspension of applicable fees shall be granted for any period during which the equipment or plan is not used as a result of such event.

22. TERM, RIGHT OF TERMINATION AND EARLY TERMINATION INDEMNITY

This agreement has an initial term of three (3) years commencing on the date on which the Client places its order with ODOTRACK and shall renew automatically as follows, unless terminated by the Client or by ODOTRACK:

- a) **Individuals:** for an additional and successive period of 12 months;
- b) **Legal persons:** for an additional and successive period of 3 years.

The Client shall remain subject to the rates set out in its agreement until it contacts ODOTRACK to modify or cancel its agreement.

The Client may, at any time, by written notice addressed to ODOTRACK, terminate this agreement. Such termination shall take effect on the date on which ODOTRACK receives the termination notice or on any later date specified therein. ODOTRACK shall then invoice the Client for all applicable fees and taxes up to the termination date of its service agreement. In this regard, the Client agrees that no refund shall be granted for any partially completed subscription period.

For purposes of this agreement, a subscription period corresponds to one full and complete month, for a total of twelve subscription periods per calendar year.

In the event of termination before expiry of the then-current term, the Client undertakes to pay ODOTRACK, as an early termination indemnity and not as a penalty:

- a) **For individuals:** the lesser of the following amounts: (1) fifty (50) dollars or (2) ten percent (10%) of the value of the remaining monthly payments provided for in the contract.
- b) **For legal persons:** the greater of the following two amounts: (1) \$100 or (2) \$20 per subscription period remaining under the agreement at the time of early termination, up to a maximum of \$400, plus applicable taxes, for each device deactivated during the agreement.

ODOTRACK shall also invoice the Client for such early termination indemnity in each of the following circumstances:

- a) ODOTRACK terminates the services and/or this agreement before the end of the agreement in accordance with paragraphs 22(b), (c) and (d) below;
- b) if the network provider deactivates the Client's service due to unlawful or unauthorized use of its services or due to the use of any unauthorized equipment.

23. TERMINATION BY ODOTRACK

Notwithstanding any other provision hereof, this agreement may be terminated immediately and at any time by ODOTRACK. If this agreement is terminated pursuant to paragraphs (b), (c) and (d) of this section, the Client undertakes to pay ODOTRACK the early termination indemnity provided for in section 21 above:

- a) if, for any reason whatsoever, ODOTRACK is required or decides to cease offering all or part of the services to be provided;
- b) the Client commits a material breach of any term of this agreement and fails to remedy such breach within ten (10) days following receipt of written notice to that effect, including without limitation frequent late payments or non-payment of undisputed amounts owed to ODOTRACK;
- c) the Client uses the services or facilities of ODOTRACK or its network provider in an unlawful or unauthorized manner;
- d) the Client uses any equipment not expressly authorized by ODOTRACK.

24. CREDIT INFORMATION

The Client hereby authorizes ODOTRACK to obtain information regarding its credit history and acknowledges that ODOTRACK may provide information to an agent retained by ODOTRACK for collection of the Client's account, provided that such information is required and used solely for that purpose.

25. LIMITATION OF WARRANTY

The Client acknowledges that the services, software, platforms and equipment provided by ODOTRACK are supplied on an "as is" and "as available" basis, without any warranty whatsoever, including any warranty of performance, availability, error-free operation, accuracy of data, or fitness for a particular purpose.

More specifically:

- 1. ODOTRACK provides no warranty in the event of problems and/or failures resulting from improper transportation, storage, installation, use or configuration of the equipment.
- 2. ODOTRACK provides no warranty in the event of failure to comply with the equipment operating instructions or in the absence of recommended or preventive updates.
- 3. ODOTRACK provides no warranty in the event of modifications or repairs to the equipment that are not authorized in writing by ODOTRACK.
- 4. ODOTRACK provides no warranty in the event the equipment is used in emergency vehicles.
- 5. ODOTRACK provides no warranty that the device will operate error-free, failure-free or without interruption.
- 6. ODOTRACK provides no warranty as to the confidentiality or security of any communications while the Client uses the equipment or related services.
- 7. ODOTRACK provides no warranty in the event of accidents or natural disasters, such as hurricanes or floods, or any other actions or events beyond ODOTRACK's control.
- 8. ODOTRACK provides no warranty for incidental or consequential damage caused to the vehicle, smartphone or any other property related to the use of the equipment or located near it.

26. INTELLECTUAL PROPERTY RIGHTS

The Client acknowledges that all intellectual property rights relating to the software, applications, platforms, interfaces, databases, documentation, trademarks, trade names, processes, methods, developments and ODOTRACK services remain the exclusive property of ODOTRACK or its licensors.

The Client may not copy, reproduce, modify, adapt, translate, decompile, disassemble, attempt to discover the source code, create derivative works, resell, sublicense or otherwise exploit the services except in accordance with this agreement.

27. LIMITATION OF LIABILITY

ODOTRACK, its directors, officers, contractors or agents shall not be liable to the Client, to any user or to any other person (except for bodily injury attributable to ODOTRACK's negligence) for:

- 1. Damages or losses, including, without limitation, property damage, loss of data, losses resulting from unauthorized access by a third party to data, loss of profits, loss of revenue, financial losses, loss of business opportunities or any other damage or loss directly or indirectly attributable to the terms hereof and to the services, equipment, other equipment, third-party services, ODOTRACK's facilities and those of its network provider, the Client's system, or the use of ODOTRACK's or its network provider's facilities by other telecommunications providers;
- 2. Any act or omission of a telecommunications service provider whose facilities are used to establish a connection with points served by ODOTRACK's network provider;
- 3. Defamation or patent infringements attributable to materials transmitted or received through the facilities of ODOTRACK's network provider;
- 4. Any patent infringement attributable to the combination or use of the Client's facilities with the facilities of ODOTRACK and its network distributor.

28. INDEMNIFICATION

The Client undertakes to defend ODOTRACK, its officers, employees and mandataries, and to indemnify and hold them harmless from and against any claim, demand, lawsuit, action, cause of action or liability of any kind by its employees or any other user arising from the use of the equipment sold and the services provided by ODOTRACK and/or the information collected and/or the use made thereof.

29. GOVERNING LAW

This agreement and its interpretation are governed by the laws of the Province of Québec and the Canadian laws applicable in that province. The parties acknowledge the exclusive jurisdiction of the courts of the Province of Québec with respect to any legal proceedings arising from this agreement or the performance of the obligations set forth herein.

30. NOTICES

All notices given under this agreement must be made in writing and shall be deemed received upon receipt in the case of personal delivery or delivery by email, or three (3) business days after the sending of registered mail, return receipt requested. Notices from ODOTRACK shall be sent to the postal address or email address provided by the Client.

Notices from the Client to ODOTRACK shall be addressed to:
Groupe ODOTRACK Canada
120-3440 avenue Francis Hughes, Laval, Québec H7L 5A9

31. EMAIL COMMUNICATIONS

By creating an account or using the ODOTRACK services, the Client agrees to receive electronic communications necessary for the management, security, maintenance, billing and operation of its account and the services. Such communications may include, among other things, account notices, service updates, billing information, security alerts, legal notices and any other important information related to use of the platform.

The Client may unsubscribe from promotional or marketing communications in accordance with the mechanisms indicated in such communications. However, the Client acknowledges that it may not unsubscribe from transactional, administrative, legal, security or otherwise essential communications required for the provision and management of the services.

32. FORCE MAJEURE

Except with respect to the payment of fees and other amounts due to ODOTRACK, neither party shall be liable for any failure to perform this agreement if such failure is attributable to events beyond the reasonable control of the affected party, including, without limitation, a strike or labour dispute, riot, theft, flood, lightning, storm, act of God, power outage, war, national emergency, governmental or ministerial action, embargo, seizure, or the enactment of any law, decree, order, rule or regulation. The affected party shall take reasonable measures to limit the effects of the event and resume performance of its obligations as soon as possible.

33. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and there are no representations or warranties of any kind that are not expressly set forth herein.

34. BINDING EFFECT

This agreement is binding upon the parties and their legal successors and authorized mandataries.

TERMS OF USE OF THE ODOTRACK WEB SOFTWARE PACKAGE

1. RELATIONSHIP WITH ODOTRACK

The use of the ODOTRACK software, through its web application, products and services, is governed by the terms of a legal agreement entered into between the Client and ODOTRACK, which owns the ODOTRACK software and whose head office is located at 120-3440 avenue Francis Hughes, Laval, Québec H7L 5A9.

To register on the ODOTRACK website and use its software, the Client must indicate its acceptance, as well as the acceptance of any natural person, legal person or organization that it is deemed to represent, without limitation or reservation, of these terms and conditions (hereinafter, the "Terms") and agree to be bound by this agreement.

2. ACCEPTANCE OF TERMS

Without limiting the generality of the foregoing, the Client must accept the Terms in order to use the ODOTRACK services and software. The Client may not use the ODOTRACK software and services if it does not accept the Terms.

The Client's acceptance of the Terms shall result from:

- the Client clicking at the indicated acceptance location, confirming its acceptance of the Terms; or
- the Client's actual use of the ODOTRACK software and services, if the ODOTRACK interface does not allow the Client to indicate acceptance of the Terms by clicking. In such case, the Client acknowledges and agrees that such use shall be deemed to constitute acceptance of the Terms.

The Client is PROHIBITED from using the ODOTRACK services and software if it lacks the legal capacity to contract, including because it has not reached the legal age to contract, if it is subject to an order or decision preventing it from contracting, or, if acting on behalf of a corporation, if it does not have the required authorizations or if the corporation is not legally constituted under the laws governing it. The Client may also not use the ODOTRACK services or software if the laws of the country in which it resides or from which it uses ODOTRACK prohibit such use.

3. USE OF THE ODOTRACK SOFTWARE

Subject to the use of the ODOTRACK equipment and any other equipment purchased from or sold by ODOTRACK, payment of the Client's plan to ODOTRACK, and the terms and conditions of this agreement, ODOTRACK permits the Client to use the features of its ODOTRACK web software package.

The ODOTRACK web software package and the ODOTRACK equipment, as well as any other equipment purchased from or sold by ODOTRACK, are designed to operate together and provide information on trips made by registered vehicles, including, without limitation, those used by an individual, an employee, a business or any organization, in order to determine distances travelled by a vehicle for personal or business purposes.

The effectiveness of ODOTRACK is subject to use by the Client in accordance with the operating instructions.

The Client acknowledges and agrees that the ODOTRACK software and services are not a substitute for the professional services of lawyers, tax advisors, accountants or other professionals. In case of doubt regarding its situation, the Client must consult a certified professional. ODOTRACK and its representatives do not provide legal, accounting or other professional services. ODOTRACK expressly disclaims all liability and makes no representation or warranty that the Client's use of the ODOTRACK web software package, services, ODOTRACK equipment or any other equipment sold by ODOTRACK will satisfy any legal or regulatory obligation or assist the Client in complying with applicable laws or regulations. The software and services are made available to the Client to facilitate the collection of information; however, the use and processing of such information remain entirely the Client's responsibility. Accordingly, the Client is solely responsible for ensuring that its statements, use and processing of collected and recorded information comply with the laws, regulations and accounting practices applicable to it and its business, as amended from time to time by the competent authorities.

4. IN CASE OF DEFAULT – ACCESS BLOCKED

Use of the ODOTRACK web software package is conditional upon compliance with the terms set forth in this agreement. In the event of payment default, ODOTRACK reserves the right to automatically block access to the features of the ODOTRACK web software package for any user who fails to comply with its obligations.

Access to the ODOTRACK web software package may be unblocked for a period of thirty (30) days only once the default has been fully cured, including, without limitation, payment of overdue monthly payments, fees, taxes and any other applicable penalties or charges, as the case may be. Additional fees of seventy-five dollars (\$75) shall be payable to unblock any access to the ODOTRACK web software package.

5. LIMITED WARRANTIES AND LIABILITY

Nothing in these Terms shall exclude or limit ODOTRACK's liability for damages where exclusion or limitation is prohibited by applicable law.

ODOTRACK warrants that the ODOTRACK web software package used with the ODOTRACK equipment and any other equipment purchased from or sold by ODOTRACK, under normal conditions of use and in compliance with the operating instructions, will operate in accordance with the specifications defined by ODOTRACK.

However, ODOTRACK does not warrant that the ODOTRACK software, the ODOTRACK equipment or any other equipment purchased from or sold by ODOTRACK will be error-free, operate without interruption or meet specific requirements. The Client must refer to the features and characteristics of the ODOTRACK software to determine whether it meets its requirements.

In the event of a temporary service interruption, software failure or any incident preventing the normal use of the ODOTRACK software and services, the liability of ODOTRACK or its representatives, if such liability is established for any reason whatsoever, shall be limited to reimbursement of the usage fees paid by the Client during the period of interruption.

ODOTRACK shall not be liable to the Client or to any person the Client is deemed to represent for any damages whatsoever, whether direct, indirect, incidental, special, consequential, exemplary or punitive, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, including, without limitation, any action or decision taken by the Client in reliance on data collected by the ODOTRACK web software package and ODOTRACK equipment or any other equipment purchased from or sold by ODOTRACK, interruption of use, loss of data, indirect or punitive losses or damages, loss of profits, revenue, data, goodwill or anticipated savings arising under this agreement or otherwise resulting from errors, inaccuracies or defects in the ODOTRACK web software package, ODOTRACK equipment or any other equipment purchased from or sold by ODOTRACK.

6. SOFTWARE UPDATES

The software used by the Client may automatically download and install updates provided by ODOTRACK. Such updates are designed to improve and further develop the services and may take the form of bug fixes or feature enhancements. The Client agrees to receive such updates as part of its use of the services.

7. CONFIDENTIALITY AND CYBERSECURITY

The Client remains responsible for the confidentiality, security and proper use of its access rights, passwords, identifiers and user accounts. The Client must promptly notify ODOTRACK of any actual or suspected unauthorized use. ODOTRACK shall not be liable for unauthorized access, losses, incidents or damages caused by the Client's negligence, improper use of access rights, an act of a third party, hacking or any event beyond its reasonable control.

8. PROTECTION OF PERSONAL INFORMATION

ODOTRACK considers the protection of its clients' personal information to be of paramount importance.

ODOTRACK considers "personal information" to mean information about an identifiable individual. ODOTRACK does not consider public information contained in directories or listings, or business names, addresses and contact numbers, to be personal information.

ODOTRACK collects and uses personal information about its clients to identify them, provide them with access to its services, communicate with them, protect its clients against errors and fraud, and provide them with information about its products and services.

ODOTRACK does not disclose its clients' personal information to anyone and does not permit anyone to use such information for any purpose without the client's consent.

ODOTRACK retains personal information about its clients for as long as necessary to fulfill the purposes stated and keeps such information in its possession as accurate, complete and up to date as possible. Appropriate security safeguards have been implemented for all personal information held by ODOTRACK.

9. PROPRIETARY RIGHTS

General proprietary rights and intellectual property rights associated with the software are and shall remain entirely the property of ODOTRACK.

The Client acknowledges and agrees that ODOTRACK owns all legal rights, title and interest, including without limitation all intellectual property rights, in and to the ODOTRACK software, web application, products and services, whether or not such rights are registered and wherever in the world such rights may exist.

The terms of this agreement do not authorize the Client to use ODOTRACK's trade names, trademarks, service marks, logos, domain names or any other distinctive signs.

The user acknowledges such general proprietary rights and intellectual property rights and undertakes not to take any action that may compromise, limit or interfere in any way with the proprietary rights or other rights belonging to ODOTRACK.

10. TERM AND TERMINATION

This agreement shall take effect upon acceptance by the user and shall remain in force for so long as the usage fees are paid by the user. However, ODOTRACK may terminate this agreement without notice in the event of a breach of any provision contained herein.

11. WARNING

ODOTRACK does not make any tax decisions and does not provide legal or accounting services. The forms generated by the Client from the ODOTRACK website constitute prescribed forms issued by the Québec and Canada revenue authorities. However, the Client is responsible for retaining the services of a competent professional to validate the intended use of the forms generated.

THE CLIENT IS STRONGLY ADVISED TO CONSULT A TAX PROFESSIONAL BEFORE MAKING ANY DECISION REGARDING THE PROCESSING OF DATA OBTAINED USING THE ODOTRACK SOFTWARE. ODOTRACK DISCLAIMS ALL LIABILITY FOR THE USER'S USE OF DATA ENTERED OR GENERATED FROM THE ODOTRACK WEBSITE.

12. GOVERNING LAWS

This agreement and its interpretation are governed by the laws of the Province of Québec and the Canadian laws applicable in that province. The parties acknowledge the exclusive jurisdiction of the courts of the Province of Québec with respect to any legal proceedings arising from this agreement or the performance of the obligations set forth herein.

ACCEPTANCE AND ACTIVATION OF SERVICE

By clicking "I accept" or a similar confirmation at the indicated acceptance location, the Client confirms that it has received, read, understood and approved this service agreement, as well as the foregoing ODOTRACK SERVICE TERMS and TERMS OF USE OF THE ODOTRACK WEB SOFTWARE PACKAGE, which form an integral part of the agreement. These terms set out the limitations of liability of ODOTRACK and the network distributor, as well as the Client's responsibility for the equipment sold and its obligation to pay early termination fees if this agreement is terminated.

The Client accepts responsibility for the payment of all fees payable under this agreement and agrees to provide ODOTRACK, upon request, with a deposit equal to three (3) subscription periods per registered item of equipment in order to secure payment of any amount that may become due hereunder.

The Client authorizes ODOTRACK to obtain information regarding its credit history and acknowledges that ODOTRACK may provide information to other parties regarding its credit experience with ODOTRACK.