

**1. USE OF ODOTRACK CANADA GROUP SERVICES**

Conditionally to the proper use of the loaned equipment, ODOTRACK Canada Group (hereinafter: ODOTRACK) records your vehicle travel data entries in kilometers and through services of a network service provider, transmits the data collected on its Odotrack Web site. Subject to compliance with this agreement and the Terms and Conditions of use of the Odotrack Software package, you are authorized to use the Odotrack software's functionalities to generate your own management and tax forms.

**2. RESTRICTIONS CONCERNING THE SERVICES OF A NETWORK SERVICE PROVIDER**

**Equipment loaned by ODOTRACK:** The services of the network service provider are available only if the equipment being used is within the operating range of the network service provider's facilities. Accordingly, you agree to use only the ODOTRACK device or other equipment loaned by ODOTRACK Canada Group.

**Any equipment:** Transmission services may be temporarily denied, interrupted or restricted at any time for the following reasons:

- Restrictions concerning the network service provider's facilities;
- Constraints on transmission due to atmospheric, topographic or other factors beyond the network service provider's or ODOTRACK's reasonable control;
- Equipment modifications, upgrades, reinstallation, repairs or other activities of a similar nature necessary to ensure adequate or improved operation of the network service provider's services. Individual data transmissions may be inadvertently delayed for a multitude of reasons, including atmospheric conditions, topography, low-speed accumulators, system overloads, movement outside of a service area and differences in broadcast radius within a given service area.

**3. TRANSMISSION SECURITY**

You acknowledge that third parties may view data traffic on the network service provider's facilities and that protection of confidentiality cannot be guaranteed. You are entirely responsible for taking appropriate security measures to control access to your equipment and the information that you transmit.

**4. IDENTIFIERS**

You acknowledge that you have no property rights in any identifier issued or linked to you or to any equipment loaned by ODOTRACK that you are using.

**5. UPDATES**

ODOTRACK may update the software package, operation and configuration of your system (in the case of equipment loaned by ODOTRACK), particularly "online." You agree to allow ODOTRACK to perform these updates and modifications as needed, without prior notice.

**6. RELATIONS WITH NETWORK SERVICE PROVIDER**

You understand and specifically agree that you have no contractual ties of any kind whatsoever with the network service provider and that you are not a third-party beneficiary of any agreement between ODOTRACK and the network service provider.

You further understand and specifically agree that the network service provider makes no representation or guarantee whatsoever and is under no obligation to you in law or equity or in any other manner or under any form of recourse whatsoever, for breach of contract, warranty, negligence, tortious liability or otherwise.

Except in case of negligence on the part of ODOTRACK, you will indemnify and hold free and harmless the network service provider delivering ODOTRACK's services, and likewise its directors, employees and agents, jointly and severally, from any claim or claims including but not limited to damages for libel, slander, infringement of copyright, resulting directly or indirectly from this agreement or from the use or misuse of the equipment or from the failure or inability to use the equipment, and this obligation to indemnify shall remain valid after the termination of this agreement.

**7. PRIVACY POLICY**

At ODOTRACK we understand the importance of the protection of the privacy of the personal information of individuals. This document sets out our policy regarding the collection, use and disclosure of personal information.

**Accountability**

ODOTRACK has designated a Privacy Compliance Officer to handle privacy matters and inquiries regarding personal information.

**Purposes**

ODOTRACK does collect, use and store personal information as necessary to provide services to you. These services include, but not limited to, the following activities: sharing content as requested, marketing and compiling statistics for analytical and marketing purposes.

**Disclosure of Personal Information**

The Company will not disclose any personal information to any third party without the strict permission of the client, customer or the user of our website.

**Protecting Personal Information**

ODOTRACK protects personal information with appropriate safeguards to the sensitivity of the information.

**Access, Questions and Concerns**

All correspondence should be sent to the following address: [info@odotrack.ca](mailto:info@odotrack.ca)

**8. LIMITATIONS APPLICABLE TO DELIVERY OF MANDATORY EMERGENCY SERVICES**

This paragraph applies only to the delivery of mandatory emergency services. With respect to such delivery of mandatory emergency services, ODOTRACK is not liable for the following acts:

- Libel, slander, defamation or infringement of copyright arising from materials on your property or premises, or transmitted from your property or premises via the ODOTRACK network or recorded by your equipment or equipment belonging to ODOTRACK;
- Damages arising from your own acts, infringements or acts of negligence or omission when using or operating the equipment provided by you, or equipment loaned by ODOTRACK;
- Damages arising from the transmission, in your name, of materials or messages on the ODOTRACK network, if such transmissions, materials or messages are illegal in any way;
- Any act, omission or act of negligence by other telecommunications companies or systems when their facilities are used to establish connections to or from your facilities or equipment.

Furthermore, except in the case of negligence on the part of ODOTRACK resulting in bodily injury, death or damage to your property or premises, the liability of ODOTRACK for negligence related to delivery of mandatory emergency services shall be limited to the highest amount between twenty dollars (\$20) or, at most, three (3) times the amount that ODOTRACK would otherwise be entitled to receive as reimbursement for delivery of defective services under the terms of this agreement, or some intermediate amount, as the case may be.

**9. NETWORK SERVICE PROVIDER'S AGENT**

You hereby acknowledge that ODOTRACK acts as an agent for the network service provider that supplies the services to ODOTRACK for the sole purpose of guaranteeing performance of the above-mentioned provisions.

**10. VOICE SERVICES**

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

**11. SIM CARD**

The SIM card that is loaned with the equipment may be used only with that equipment and not with any other wireless device. Any infraction of this prohibition may result in the termination of your contract as well as the application of early termination fees.

**12. BILLING**

You are responsible for paying the entire amount indicated on your bill within thirty (30) days of the date of invoicing. Any unpaid balance (including interest incurred) shall bear interest at the rate of two percent (2 %) per month, compounded daily (26.82 % per year) and shall be charged to your account every month.

Administrative fees of fifty dollars (\$ 50) shall be charged to your account in cases where a check, pre-authorized payment or credit card payment is not honored by your financial institution or credit card issuer.

**13. TRANSMISSION OF DATA**

Your service plan includes transmission of data in all service areas on Canadian territory without additional roaming charges.

Your service plan also includes a basic data plan for the US territory. However, ODOTACK also offers an extended data plan for the US territory, on demand.

**14. DISPUTED CHARGES**

If you find an error on your bill, you must notify us within ninety (90) days of the billing date. Otherwise, you will be deemed to have accepted these charges irrevocably and you will not be able to dispute them.

**15. DEPOSIT**

In order to guarantee fulfillment of your obligations under this agreement, at any time, ODOTRACK may require you to pay a deposit equivalent of three (3) months of service for each device.

ODOTRACK may apply all or part of the deposit to any amount due under this agreement. If so, you must repay the deposit for an acceptable amount according to ODOTRACK, within ten (10) days following written notice by ODOTRACK to this effect. Should this agreement terminate for any reason whatsoever, ODOTRACK may apply the deposit to pay any balance due in your account, including applicable early termination fees. If no unpaid balance exists or if the balance due is less than the amount of the deposit, the balance of the deposit will then be reimbursed to you.

**16. PRE-AUTHORIZED PAYMENT**

If you have applied for pre-authorized payments on your credit card or some other method of payment, you expressly authorize ODOTRACK to charge to your credit card or other pre-authorized method of payment the amount of all charges payable (including taxes) appearing on your account, including any fees for early termination of this agreement.

**17. EQUIPEMENT LOANED**

The device or any other equipment will be loaned by ODOTRACK for the duration of the present agreement or any subsequent renewal. THIS LOANED EQUIPMENT WILL REMAIN THE PROPERTY OF ODOTRACK AND MUST BE RETURNED IN GOOD CONDITION WITHOUT ANY VISIBLE DAMAGE WITHIN THIRTY (30) DAYS FOLLOWING EACH OF THE FOLLOWING CASE:

- at the end of this service agreement or any subsequent renewal;
- you terminate this agreement before the end of your commitment period;
- we terminate services and/or terminate this commitment before the end of the current commitment period in accordance with paragraph 22 (2), (3) and (4) below;
- the network distributor disables your service because of an illegal or unauthorized use of its services or because of the use of any unauthorized equipment. In the case that the device or any other necessary equipment loaned by ODOTRACK is not returned in good condition and without any visible damage to ODOTRACK within thirty (30) days, you accept and agree to pay ODOTRACK the depreciation fees as stipulated in paragraph 19.

**18. LOSS OR STOLEN OR DESTROYED**

You must notify ODOTRACK immediately if a device or SIM card is lost, stolen or destroyed. You must replace the device or SIM card at your own expenses, and there will be no reduction of your bill for any unused time on your service plan.

**19. EARLY TERMINATION AND FEES**

You may, at any time, terminate this service agreement. This termination will take effect at the date ODOTRACK receives your notice of cancellation or at a later date that you indicate to us. ODOTRACK will charge you the fees and applicable taxes up to the date of termination of your service agreement.

ODOTRACK will also charge you early termination fees in each of the following situations:

- For individuals:** \$ 50 for each device disabled during the subscription period;
- For corporations:** either of the two following amounts, whichever is higher: (1) one hundred dollars (\$ 100) or (2) twenty dollars (\$ 20) per month remaining to the contract period at the time of early termination, up to a maximum of \$ 400 (plus applicable taxes) for each device disabled during the subscription period;

The parties acknowledge and agree that such early termination fees are payable as actual predetermined liquidated damages and interest and not as a form of penalty.

**20. CREDIT INFORMATION**

You hereby authorize ODOTRACK to obtain information concerning your credit history and you acknowledge that ODOTRACK may provide information to an agent whose services has retained by ODOTRACK for recovery of your account, provided that such information is required and used for this purpose only.

**21. LIMITATION OF WARRANTY**

The performance, quality and suitability of your device, accessories or other equipment acquired by you or loaned to you in connection with this service are subject to their respective manufacturers' warranties and to the specifications of ODOTRACK regarding the device and equipment.

Repair services not covered by warranty will be billed at normal rates by ODOTRACK or the manufacturer (or both).

ODOTRACK shall repair or replace at no cost any defective device used under normal circumstances and according to usage guidelines for the duration of the present agreement or any subsequent renewal (including automatic renewals).

**Use of the services after a contract period**

Your commitment depends on the total duration of this agreement and not on your effective use of the service.

At the end of any commitment period, your service agreement **will be automatically extended**, according to the same terms and conditions, for the following period of time:

- For individuals and corporations with less than 5 devices: for an additional and successive period of twelve (12) months;
- For corporations with 5 devices or more (fleets): for an additional and successive period of three (3) years.

You will remain subject to the rates specified in your service agreement until you contact ODOTRACK to modify or terminate your agreement.

You acknowledge and agree that the services and all devices or other equipment and third-party services supplied by ODOTRACK, insofar as allowed by law, is without warranty by ODOTRACK of any kind whatsoever, expressed or implied, including but not limited to warranties of commercial quality, appropriateness for a particular use, infringement of a patent granted or pending or suitable for commercial use.

We give no guarantee as to error-free operation, failure or interruption of the device and equipment or services and we give no guarantee as to the confidentiality or security of any communications while you are using these services, equipment or devices.

Without limiting the general meaning of these terms, ODOTRACK will not assume liability of any kind for:

- Interruptions or disruptions affecting the services, data transmission network, third-party services or other damages you might suffer as a result, directly or indirectly, of the failure of the devices or equipment, or of the services or facilities of ODOTRACK, its network service provider or third-party services;
- Electrical power outage or failure;
- Acts or omissions of your officers, employees, agents or contractors, including but not limited to, defamation or patent infringement;
- Disruption in part of the equipment used to provide services by parties other than ODOTRACK;
- Infringement of intellectual property rights as a result of, or in any way connected with, your use of the devices, other equipment or third-party services;
- Events beyond reasonable control as defined in the present agreement;
- Suspension or termination of services.

Furthermore, and insofar as allowed by law, ODOTRACK does not guarantee quality of service, availability or uninterrupted use of the network, nor does ODOTRACK guarantee that data will be transmitted, transmitted without corruption or transmitted within a reasonable period of time.

**22. TERMINATION BY ODOTRACK CANADA GROUP**

Notwithstanding any other provision of this agreement, this agreement may be terminated immediately at any time by ODOTRACK. In the event that this agreement is terminated by virtue of paragraphs b), c) and d) of this article, you agree to pay the ODOTRACK the indemnity penalty under section 19 above:

- If for any reason whatsoever ODOTRACK is obliged or decides to cease offering all or part of the services previously supplied;
- If you commit a serious infraction of one these terms of service and do not correct the situation within a period of ten (10) days following receipt of a written notice to this effect, including but not limited to, frequent delays in payment or non-payment of uncontested amounts due to ODOTRACK;

- c) If you use the services or facilities of ODOTRACK or its network service provider in an illegal or unauthorized manner;  
d) If you use any equipment expressly unauthorized by ODOTRACK.

#### 23. LIMITATION OF LIABILITY

Except as stipulated in paragraph 8 above, ODOTRACK, its directors, officers, contractors or agents cannot be held liable to you, or to a user or any other person (except for bodily injuries as a result of negligence on the part of ODOTRACK) for:

1. Damages or losses, including but not limited to loss of data, losses as a result of unauthorized third-party access, loss of profits, loss of revenue, financial losses, loss of business opportunities or any other damage or loss arising directly or indirectly as a result of these terms of service and of the services, devices, other equipment, third-party services, facilities of ODOTRACK and its network service provider, as well as your own system, or use of the facilities of ODOTRACK and its network service provider by other telecommunications service providers;
2. Any act or omission of a telecommunication service provider whose facilities are used to establish a connection with points served by ODOTRACK's network service provider;
3. Defamation or patent infringement as a result of the transmission or reception of items through the facilities of the ODOTRACK network service provider;
4. Any patent infringement as a result of a combination or the use of your facilities with the facilities of ODOTRACK and its network service provider;

These limitations apply to all acts and omissions of ODOTRACK, its employees or its agents, which would otherwise be grounds for action on the basis of a breach of contract or in terms of some other legal doctrine.

#### 24. INDEMNIFICATION

You are bound to stand up for ODOTRACK, its managers, employees and agents under this agreement, and to guarantee them and free them of any claim, request, lawsuit, legal proceedings, grounds for protest or liability of any kind, from your employees or any other users, which results from using any loaned equipment or services provided by ODOTRACK and/or any gathered information and/or from how it is used.

#### 25. APPLICABLE LAW

This agreement and its interpretation are governed by the laws of the Province of Quebec and by federal laws of Canada in force in this province. The parties acknowledge the exclusive competence of the courts of the Province of Quebec with respect to legal proceedings resulting from this agreement or the performance of obligations contemplated herein.

#### 26. NOTICE

All notices given under the terms of this agreement must be presented in writing and shall be considered as having been received at the moment of their reception in the case of transmissions by fax, or else within three (3) working days after posting by registered mail with notification of receipt of delivery requested. Notices by ODOTRACK will be sent to the address or fax number that you have supplied.

#### Your notices should be addressed to:

ODOTRACK Canada Group, 1980 Michelin Street, Laval, Quebec, Canada, H7L 5C2

Or by fax to 514 788-0613

#### 27. ACT OF GOD

Except with respect to payment of fees and other amounts due to ODOTRACK, no party shall be held responsible for the failure to perform their obligations under this agreement, if such failure is as a result of things beyond the reasonable control of the party affected, including but not limited to a strike or labor conflict, riot, theft, flood, lightning strike, storm, act of God, electrical power outage, war, national emergency, act of a government or government department, embargo, seizure, or promulgation of a law, decree, ordinance, rule or regulation.

#### 28. COMPREHENSIVE CLAUSE

This agreement constitutes all the agreements made between the parties with respect to the matters contemplated in this agreement, and there is no other representation or guarantee of any kind whatsoever that is not explicitly contemplated in this agreement.

#### 29. EXECUTORY CHARACTER

This agreement is binding on the parties, their legal successors and authorized agents.

### TERMS AND CONDITIONS OF USE: ODOTRACK SOFTWARE PACKAGE

#### 1. RELATIONS WITH ODOTRACK

1.1 The use of the ODOTRACK software package via its Web application, and of its associated products and services, is governed by the terms of a legal contract agreed to between you and ODOTRACK, the owners of the ODOTRACK software package, having their registered place of business at 1980, Michelin Street, Laval, Quebec, Canada, H7L 5C2.

1.2 To register on the ODOTRACK Web site and use its software package, you must indicate that you or any person (individual or corporation) or organization that you purport to represent agree to accept these Terms and conditions (hereafter "Conditions") without reservation or limitation, and consent to be bound by this agreement.

#### 2. ACCEPTANCE OF THESE CONDITIONS

2.1 Without limiting the general meaning of the above agreement, you must accept these Conditions in order to be able to use the ODOTRACK software package and its associated services. You will not be able to use the ODOTRACK software package and services if you do not accept these Conditions.

2.2 You will be deemed to have accepted these Conditions when:

2.2.1 You "click" on the place indicated confirming your acceptance of these Conditions; or

2.2.2 You actually proceed to use the ODOTRACK software package and services, if the interface of ODOTRACK did not allow you to indicate your acceptance of these Conditions by a "click." In this case you acknowledge and accept that such use will be regarded as equal to acceptance of these Conditions.

2.3 You are FORBIDDEN to use the ODOTRACK software package and associated services if you do not have the legal capacity to contract, e.g., if you are not of legal age or are subject to a legal ruling or decision that prevents you from contracting or, if acting for a corporation you do not have the necessary authorization or if the corporation is not duly constituted under applicable laws and regulations. Likewise, you may not use the ODOTRACK software package or services if the laws of the country in which you reside or are using ODOTRACK prohibits you from doing so.

#### 3. USE OF THE ODOTRACK SOFTWARE PACKAGE

3.1 Conditionally upon prior acquisition of the ODOTRACK device or any other equipment bought or loaned by ODOTRACK, payment of the fees for your ODOTRACK service plan and subject to the Terms and conditions of this agreement, ODOTRACK allows you to use the functionalities of its ODOTRACK software package.

3.2 The ODOTRACK software package and the ODOTRACK device or any other equipment bought or loaned by ODOTRACK are designed to be operated together and to provide information on the movement of registered vehicles, including those in use by a private individual, an employee, a company or any organization in order to determine the distances travelled by a vehicle for personal or business purposes.

3.3 The effectiveness of ODOTRACK is conditional upon your use of the software package and services as directed.

3.4 You acknowledge and accept that ODOTRACK software package and associated services cannot replace the professional services of lawyers, tax specialists, accountants and other professionals. If you have any doubt regarding your situation you should consult a certified professional. ODOTRACK and its representatives do not provide legal, accounting or other services. ODOTRACK expressly disclaims all liability and makes no representation or guarantee to the effect that your use of the ODOTRACK software package and its associated services, or use of the ODOTRACK device, any other equipment loaned by ODOTRACK, will satisfy any legal or regulatory obligation, or that it will help you to comply with any applicable laws or regulations. The ODOTRACK software package and services are placed at your disposal in order to facilitate the collection of information, but their use and treatment is entirely your own responsibility. This means that you are entirely responsible for making sure that your declarations, use and processing of any information collected or entered are in compliance with the laws, regulations and accounting practices applicable to you or your company, as well as with such changes or amendments as may be made from time to time by the competent authorities.

#### 4. IN CASE OF DEFAULT –BLOCKED ACCESS

The use of the ODOTRACK software package is conditional to your compliance with the terms and conditions set out in the present agreement. If you fail to comply with one or more of the terms and conditions of the agreement, ODOTRACK reserves its right to automatically block the access to the functionalities of the ODOTRACK software package to any user in default of respecting its obligations.

The access to the ODOTRACK software package can be unlocked, for a period of thirty (30) days only, when the default has been remedied in its entirety (including but not limited to, the late monthly payments, fees, taxes and any other applicable penalties or fees). Additional fees of \$ 75 will be required to unlock the access to the ODOTRACK software package.

#### 5. LIMITATION OF WARRANTY AND LIABILITY

5.1 No stipulation made by these Conditions shall exclude or limit the liability of ODOTRACK for damages regarding which applicable law prohibits such exclusion or limitation of liability.

5.2 ODOTRACK guarantees that the ODOTRACK software package used with the ODOTRACK device, any other equipment bought or loaned by ODOTRACK under normal conditions of use and in compliance with the directions for use, will function in accordance with the specifications defined by ODOTRACK.

5.3 ODOTRACK shall repair or replace, at no cost, any defective device used under normal circumstances and according to usage guidelines and applicable warranty.

5.4 Without limiting the general meaning of these Terms and conditions, ODOTRACK makes no guarantee that the ODOTRACK software package, the ODOTRACK device, any other equipment bought or loaned by will be free of error, or that they will operate without interruption or that they will meet any special requirements. Please check ODOTRACK's specifications and features to make sure that it meets your requirements.

5.5 In case of a temporary interruption of service, software crash or any incident preventing the normal use of ODOTRACK software package and services, the liability of ODOTRACK or of its representatives, should such liability be claimed for any reason whatsoever, shall be limited to refunding the costs of the right of use paid by you during the period of interruption.

5.6 ODOTRACK cannot be held liable to you, or to any person whom you purport to represent, for direct, indirect, accessory, special, consequent, exemplary or punitive damages of any sort whatsoever, whether incurred contractually or tortuously (including negligence or violation of a legal requirement) or otherwise, including but not limited to any steps you may have taken or decisions you may have made based upon data collected by the ODOTRACK software package and the ODOTRACK device, any other equipment bought or loaned by ODOTRACK, for any interruption of use, loss of data, consequential losses or punitive damages, loss of earnings, income, data, goodwill or anticipated savings, occurring within the meaning of this Contract, or otherwise deriving from errors, inaccuracies or defects of the ODOTRACK software package or the ODOTRACK device or any other equipment bought or loaned by ODOTRACK.

#### 6. SOFTWARE UPDATES

The software package which you use may automatically download and install updates as provided by ODOTRACK. These updates are designed to upgrade and improve the software's services and may take the form of debugging or improvements to functionalities. You agree to accept these updates as part of your use of these services.

#### 7. PROTECTION OF YOUR PASSWORDS AND ACCOUNT

You acknowledge and agree that it is your responsibility to ensure the confidentiality of the passwords associated with the accounts that you use to access the ODOTRACK software package applications.

#### 8. PROTECTION OF PERSONAL INFORMATION

8.1 ODOTRACK regards as paramount the protection of our clients' personal information.

8.2 ODOTRACK understands "personal information" to mean information about an identifiable individual. We do not consider public information in the directories or lists, or names of businesses, addresses and contacts' telephone numbers to be personal information.

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

8.4 ODOTRACK does not disclose its clients' personal information to anyone and does not allow anyone else to use this information under any pretext without the client's consent.

8.5 ODOTRACK retains personal information about its clients for as long as such information is useful in order to meet the above-mentioned purposes and keeps information in its possession in as exact, complete and up-to-date as possible. Appropriate security devices are in place for all personal information in ODOTRACK's possession.

#### 9. PROPRIETARY RIGHTS

General and intellectual proprietary rights associated with the Software package are and will remain entirely the property of ODOTRACK.

You acknowledge and agree that ODOTRACK is the owner of all statutory rights, entitlements and interests, including, without limitation, all intellectual property rights for ODOTRACK software, its Web application and its associated products and services, registered or otherwise, in all places in the world where such rights may exist.

The Conditions of this agreement do not authorize you to use the trade names, trademarks, service marks, logos, domain names or any other distinguishing feature of ODOTRACK.

The user acknowledges these general and intellectual proprietary rights, and undertakes not to engage in any act that is likely to compromise, limit or obstruct in any way the property rights or other rights belonging to ODOTRACK.

#### 10. PERIOD OF USE AND CANCEL

This agreement comes into effect at the time of its acceptance by the user and will remain in effect for as long as the user pays the fees for the right to its use. However, ODOTRACK may cancel this contract without notice in the event of a violation of the provisions contained herein.

#### 11. DISCLAIMER

ODOTRACK makes no tax decisions and does not provide any services of a legal or accounting nature. The forms that you generate on the ODOTRACK Web site are the forms prescribed by the ministries of revenue of Quebec and Canada. However, it is your responsibility to obtain the services of a qualified professional in order to confirm the use that you intend to make of the forms that you have generated.

IT IS STRONGLY RECOMMENDED THAT YOU CONSULT A TAX PROFESSIONAL BEFORE MAKING ANY DECISION BASED ON DATA PROCESSED WITH THE HELP OF THE ODOTRACK SOFTWARE PACKAGE. ODOTRACK WILL NOT BE HELD RESPONSIBLE FOR ANY USE THAT A USER MAY MAKE OF DATA THAT THE USER HAS ENTERED OR GENERATED ON THE ODOTRACK WEB SITE.

#### 12. APPLICABLE LAWS

This contract and its interpretation are subject to the laws of the Province of Quebec and by laws of Canada applicable in this province. The parties recognize the exclusive competence of the courts of the Province of Quebec with respect to any legal proceedings arising from this contract or the performance of the obligations contemplated herein.

### ACCEPTANCE AND ACTIVATION OF THE SERVICE

By clicking on "I accept" or on a similar confirmation at the place of acceptance indicated, you affirm that you have received, understood and approved this service agreement as well as the above ODOTRACK TERMS OF SERVICE and the above TERMS AND CONDITIONS OF USE OF THE ODOTRACK SOFTWARE PACKAGE, which form an integral part of this agreement. These terms indicate the limits of liability of ODOTRACK and the network service provider and your responsibility for the loaned equipment as well as your obligation to pay early termination fees if this agreement is terminated before the end of your contract period.

You accept responsibility to pay all fees required under this agreement and agree to provide to ODOTRACK on demand a deposit equivalent to three (3) months of service on the system to which you have subscribed in order to guarantee payment of any amount due under this agreement.

You authorize ODOTRACK to obtain information concerning your credit history and you acknowledge that ODOTRACK may provide information to other parties concerning your credit experience with ODOTRACK.