

TOWSOFT SERVICE USER AGREEMENT

BETWEEN :

9306-2842 QUÉBEC INC. (Doing business under the name of TowSoft) corporation legally incorporated under the *Business Corporations Act (Quebec)*, whose office is at 203B-336 Boulevard Saint-Luc Saint-Jean-sur-Richelieu, Quebec , Canada, J2W 2A3 (hereinafter the "COMPANY").

AND:

The person whose name and email address appear in the order confirmation email which is attached herein and made a part of this contract (hereinafter the "Customer").

1. General Conditions

- a) The customer can contact the COMPANY at the following email address: <mailto:support@towsoft.ca> or by phone at **(450) 376-8669**.
- b) The contract is dated by the date in the e-mail purchase confirmation transmitted by the COMPANY.
- c) The customer must provide the information necessary for billing the service, and to ensure that such information is current at all times, to include, without limitation, customer name, physical address and telephone number of his company.
- d) The customer must designate an administrative contact within the company, who will receive invoices and communications to the COMPANY. The customer must provide an email address and a phone number for access to the administrative contact. It is the responsibility of the customer to ensure that the details of the administrative contact is current at all times.
- e) This contract allows the client to obtain a computer application license from SOCIETY as an online service for the automotive towing industry (hereinafter the "Service"), which includes: an input module and call dispatching; mobile units call tracking, a call verification module, a call pricing modules (services and charges), a customer billing module; a customer management module; a fleet management module; an impound management module; a module of reports and statistics on your operation a user management, a salaries and compensation of vehicle operators module; a geo location module; an advanced search module and a software configuration management module; .

The Service includes the use of software as a service in the cloud **TowSoft Cloud** (hereinafter the "Interface").

f) The Service includes technical support available by phone and email, as well as access to updates of the COMPANY in its Interface.

2. Prices and payments

- a) The customer selects its service from the following packages. This choice appears in the e-mail purchase confirmation transmitted by the COMPANY:

NUMBER OF TRUCKS	MONTHLY RATE
1 truck	199\$/month
2 trucks	299\$/ month
3 to 5 trucks inclusively	399\$/ month
6 to 8 trucks inclusively	499\$/ month
9 to 12 trucks inclusively	599\$/ month
13 trucks and over	699\$/ month

For the purposes hereof, the word "truck" means a towing or service vehicle as part of the customer's fleet and for which the Service is used.

- b) Before the end of the contract, the customer may request at any time to move to a higher package, by notifying the COMPANY in this regard. The upgrade package will be made by the COMPANY within 48 hours of approval of the application by the COMPANY, which may refuse approval for any reasonable cause.
- c) The installation of the service on the customer's computer equipment and training of customer personnel are not included in the above packages. Installation and Service Configuration is done at a cost of \$ 450. Staff training is offered at \$ 750 per day (representing 7 training hours maximum per day). These additional services are available when the COMPANY'S resources are available (please contact the COMPANY to check the availability of these additional services.)
- d) Unless written agreement between the parties, payment will be made by credit card according to the price of service selected by the customer, as detailed in the confirmation email, plus applicable taxes. The customer must provide a valid credit card number to order the Service. The following credit cards are accepted: VISA, MASTERCARD and AMERICAN EXPRESS.

The COMPANY reserves the right to assign the obligations of this contract to a factoring company, or a third party collection agency if needed.

3. Use Restrictions

Using the interface is subject to the following restrictions:

- i. The service is to be used for legal purposes only, in particular, the customer must ensure compliance with all applicable laws and regulations in connection with its business activity in connection with the Service, and hold all necessary permits, if applicable.
- ii. This license is non-transferable; any exchange, resale or lease to a third party the Service is strictly prohibited;
- iii. Use of the Service for publicity purposes is strictly prohibited;
- iv. The client must use the Service in accordance with the guidelines and terms of use as may be provided by the COMPANY, and in particular in accordance with any manual, paper or computer, which could be delivered to the customer; the customer agrees to ensure that all employees receive instructions and adequate supervision in this regard;
- v. Before contacting the COMPANY for technical support, the customer must consult the online knowledge base at www.towsoft.ca to determine if it contains any answer to his questions;
- vi. By accepting this contract, the customer confirms having read the PRIVACY POLICY attached, which is incorporated by reference, and accepted it;
- vii. In the event that the COMPANY finds that the customer is in default under this agreement, it reserves the right to suspend access to the Service. The customer could then be temporarily unable to access their account information, data and other resources related to the Service. The COMPANY will restore the service to the customer after the correction of the defect, unless an agreement in this regard has been reached with the customer.
- viii. The contract is fixed-term. The customer selected from the following periods for its service, which choice appears in the e-mail purchase confirmation is transmitted by the COMPANY:

DURATION	DISCOUNT
12 months	-
24 months	5%
36 months	10%

- ix. The customer may terminate the renewal of his contract upon thirty (30) days notice to the COMPANY whereof the renewal of his contract will be automatically renewed with the same terms. The customer cannot then claim reimbursement of costs already paid to the COMPANY and any unpaid amount will remain due by the customer.

4. Technical conditions of access to service

Unless otherwise agreed, the COMPANY must install and configure the service for the customer before the first use.

The digital content of the is accessible via the Interface, using computers running a OS version supported by a Windows operating system, OS X or Linux, and includes an updated version Internet Explorer 10 web browsers, Firefox, Chrome or Safari. For full compatibility with the Service, an updated version of Chrome is recommended. However, it may happen that after an update from such browsers, they become incompatible with the service, in which case the COMPANY agrees to take reasonable steps to make the new service compatible with these browsers. It is the customer's obligation to provide these computers, operating systems and web browsers.

Unless agreed otherwise specifically with the COMPANY, the customer should not attempt to access the Service other than through the interface provided by the COMPANY. Including but not limited to the following, the customer agrees not to attempt to access the Service by scripts, scans or other automated kind of technology engines.

5. Secure Information

The exchange of personal and confidential information (password, address, credit card number, etc.) between the servers of the Service and the client browser is protected by data encryption technology (SSL - Secure Sockets Layer). The servers of the COMPANY are provided with protection against malware. The COMPANY will use reasonable means possible to ensure that the personal and confidential data exchanged between client and server of the service will not be intercepted or altered fraudulently.

The information and customer personal data is necessary for the management of the Service. The customer has a right of access, rectification or opposition to data on his record, addressing support@towsoft.ca.

6. Protection of copyright

The digital content of the Service, as well as all the elements reproduced on the Interface (including source code, text, graphics and logos) are subject to copyright within the meaning of the *Copyright Act*. The COMPANY reserves the right to undertake all necessary action in case of violation of these copyrights. Such a violation by the customer will also be considered a violation of this agreement.

The customer shall in no event, directly or indirectly, alone or with a third party:

- a) copy, sell, assign, sublicense, distribute, transfer, modify, adapt, translate, create derivative works, decompile, disassemble, reverse engineer or attempt to analyze or alter, in any way whatsoever, any source code that uses COMPANY in connection with the Service;
- b) take action to circumvent or defeat the safety rules or use specified, deployed or enforced by any functionality (including digital rights management, or data transfer lock feature) on the interface;
- c) allow a third party to have access or copy, contrary herein, any of the documents, source code or any material of the COMPANY in connection with the Service; or
- d) remove, conceal or alter any copyright notices, notice of trademark or other notice of the same type appearing in the Service.

7. Limitations of Liability

The Customer acknowledges full responsibility for his use of the Service and any information of any kind he inputs in its files of the Service or the interface. The client releases the COMPANY of any responsibility for any damage suffered by him or by third parties arising from any breach by the customer, its shareholders, directors, officers or employees of the obligations contained herein or in the Guidelines and Procedures Service use communicated by the COMPANY.

In addition, the customer agrees to indemnify and hold harmless the COMPANY (and the shareholders, directors, officers and employees thereof) for any claim of any kind of third party (including reasonable fees of extrajudicial to the COMPANY in this regard) arising from the use of the service by the customer, its shareholders, directors, officers or employees.

The COMPANY will in no way be held responsible for interruptions of service due to the characteristics and limitations of the Internet in particular in the case of interruption of access networks, technical performance and response times to view the digital content and service / or interface.

Due to the intrinsic characteristics of the Internet, the COMPANY does not guarantee against the risk of diversion, intrusion, contamination or hacking computers, data, customer files and programs. The customer must take all appropriate measures to protect their own computers, data, files and programs, to protect itself, among others, against computer viruses.

8. changes

The COMPANY may, on occasion, at its sole discretion, update, amend, modify or supplement the terms of this contract, including the price of the Service and any documents incorporated by reference herein.

If the customer decides to object to these changes in terms, he must notify the COMPANY in writing within thirty (30) days of receipt of such revised terms and the objection will be considered a termination of its part for reasons of convenience; such termination shall enter into force thirty (30) days after the receipt of the notice with the revised terms. The customer cannot claim reimbursement of costs already paid to the COMPANY.

If the customer does not object to the changes, it will be deemed to have consented to such changes, which will be part of the contract on the expiry of thirty (30) days.

No other changes will bind the parties unless it is in writing and signed by authorized representatives of both parties.

9. Litigation - Jurisdiction

Any dispute between the parties will be subject to the exclusive jurisdiction of the courts of the Province of Quebec.

USER CONFIDENTIALITY POLICY

Proper use of your personal information is a very important concern for **9306-2842 QUEBEC INC.** (Doing business under the name TowSoft, hereinafter « **we** »).

We also impose strict controls in regard to the protection and use of personal information in our systems and the computer application online service for the automotive towing industry (hereinafter the "Service ") to include the use of software as a service in the cloud TowSoft Cloud (hereinafter the" Interface ").

Intelligence gathering

We collect personal information about you to better understand your needs. We use this information to establish and maintain trustworthy commercial relationships with you and ensure quality of service. This information include your name, address, information about credit cards required by our contract as well as information on the portions of the Service that you use. The information on your employees, subcontractors and customers are excluded.

This information can be used to understand your needs and then be able to recommend new products and services tailored to your needs. Your personal information will not be used for any other purpose without your consent.

Confidentiality

We undertake not to disclose, sell or transmit information that you include in our service and in the interface, including any personal information about your employees, subcontractors and customers, such as home addresses of these individuals and credit card numbers thereof. We will access this information on your request within the technical support we offer, or where such access is necessary to ensure the security and stability of the Service.

Litigious content

No litigious content will be tolerated in our service and in email correspondence with us; for the purposes hereof, the term "litigious content" any information against the fundamental rights of a person, discriminatory, defamatory, criminal, fraudulent, obscene, disrespectful of other users, threatening and any political, ideological or religious propaganda . We reserve the right to delete any information contentiousness.

Questionnaires and surveys

Occasionally, we may conduct telephone surveys or online or distribute questionnaires to users, to collect personal information that participants agree to provide voluntarily. Users do not have to participate in these surveys or provide the requested personal information. When personal information is provided, we use them to profile the users of our service in general and generate statistics and aggregate reports for internal use.

You hereby agree that we may contact you to obtain feedback regarding the Service. However, you can withdraw your consent at any time by sending an email marked "Withdrawal of Consent" from your email address.

Responses to requests for information

When a customer sends an email, the return email address is used to respond to the customer. We will not share this email address with a third party.

To contact us about this policy

For questions regarding this policy, or for any personal information about you that we have collected through this service, please write to the following address:

support@towsoft.ca.