



This service contract, hereafter called the “contract”, constitutes the entire agreement between the beneficiaries of services, hereafter called the “client” and Komutel Inc., hereafter called “Komutel”.

1. CONTRACT PURPOSE

For the duration of the contract, the client is entitled to non-transferable access to technical support, in accordance to the conditions listed in this contract. Support applies solely to licenses sold by Komutel for the contractual period specified above. The contract is valid upon full payment of the invoice.

2. KOMUTEL’S RESPONSIBILITIES

Services will be rendered online (Internet) or by telephone, as determined to be appropriate by Komutel.

- 2.1. Customer support (telephone or online) allows the client to access the following services:
 - Download maintenance updates for supported software;
 - Obtain technical support in regards to questions pertaining to the software.
- 2.2. The Service Agreement / Contract gives the client access to phone service (1-877-225-9988) at all times with a maximum call-back response time of one (1) hour as well as access to email service (service@komutel.com) given that the customer contacts Komutel through the two official channels listed above.
- 2.3. If on-site support is required, accommodation and travel expenses are not covered by this service contract and will be invoiced according to Komutel’s regular rates as described in effect on the date the service is requested.
 - 2.3.1. However, in the instance that Komutel’s service team is unable to solve the problem via phone or internet, and where the problem is caused by a Komutel product installed at the client’s location, no travel expenses will be invoiced to the client.

3. KOMUTEL’S LIMITS OF COMMITMENT

- 3.1. The call-back response time guarantee of this service contract is valid 24 hours per day, 365 days per year. Call return intervals are not guaranteed during events we judge out of our control (i.e. storms, electrical failure, etc.), in case of force majeure (see clause 7 below for complete information) or if the communication is not established through Komutel official support channels (1-877-225-9988 or service@komutel.com).
- 3.2. The guarantee applies only to the call return interval made by the official channels, not to the time required to find a solution to or answer questions regarding a problem that warranted the original call. If Komutel is unable to establish contact with the user within the prescribed time frame because the user is not available, did not answer or was already on a call, Komutel will be considered to have met its obligations.
- 3.3. Some activities, such as software updates, must be jointly planned between the customer and Komutel. Komutel encourages organizing these activities between 7:00 and 17:00, Eastern Standard Time. However, upon request, inquiry for these tasks between 21:00 and 7:00 Eastern Standard Time may be invoiced, according to the rates prevailing at the time of the task.



- 3.4. The rights to customer support, described in this contract, cease to be valid when the product is used on other equipment, with other operating systems or with components other than those specified or supplied by Komutel as well as those stipulated in the technical configuration of the supported version of the product.
- 3.5. The rights to technical support, described in this contract, do not apply in cases of deletion or addition of software files, unless the client is directed to do so by the Komutel technical team.
- 3.6. Komutel reserves the right to end this service contract by providing not less than thirty (30) days written notice to the client.
- 3.7. ‘No-Fault-Found’ Policy: This policy is used to describe a situation where Komutel provides significant support to a client to troubleshoot an issue that proves not to be related to or caused by any Komutel products or solutions. Komutel reserves the right to invoice the client for the labor incurred in supporting the client whereby no fault related to Komutel products or solutions were found. Such invoice will be documented and Komutel current service rates will be applied with a minimum of 2 hours.
- 3.8. The following are not included in this contract:
 - 3.8.1. Correction of faults due to mishandling or misuse of the software or due to alteration of software files by the client;
 - 3.8.2. Correction of faults due to circumstances beyond Komutel’s control, such as: power failures, errors generated by the operating system, problem with software other than Komutel’s, hardware or driver defects, and malfunctions due to viruses or Trojan horses/macros and/or to peripheral defects or any other equipment.
 - 3.8.3. Software or data base reinstallation due to computer crash and/or computer replacement.
 - 3.8.4. Maintenance of customer provided hardware equipment (eg.: computer, server, etc.), security (eg.: fire-wall anti-virus) and all products that are not Komutel’s responsibility.
- 3.9. The client must, during a request for support, inform Komutel’s team of any action related to those described in the section above. Additional work performed by the Komutel team, due to omission or deception by the client, will be invoiced to the client, according to the time required to detect and correct errors generated by any of the above mentioned actions.
- 3.10. In a situation where a client buys a Radio module, the Komutel PC Console manages the analog line linked to the Radio System using equipment and its supplier manages the hardware equipment.
- 3.11. Call recording cards are covered by this Contract.
- 3.12. The recording equipment, i.e NP8, IP350 and IP700 can be covered by the contract up to 7 years. After that period, the client will be offered new equipment. If the client doesn’t want to purchase new equipment, the contract will only cover the software and not the equipment. Parts will be provided on an exchange basis, and any parts removed from equipment for exchange are considered the property of Komutel Inc. and shall be returned to Komutel Inc. The following are not included in this contract:
 - 3.12.1.1. Damage due to abuse, misuse, neglect or client’s modifications;
 - 3.12.1.2. Improper wiring, repairing, alteration, installation or maintenance performed by an unauthorized third-party
 - 3.12.1.3. Theft, vandalism, fire, water or peril;
 - 3.12.1.4. Servicing not authorized by Komutel Inc;
 - 3.12.1.5. Problems caused by use of parts and components not supplied by Komutel Inc.
- 3.13 Any other hardware sold by Komutel is covered by the original equipment manufacturer warranty.



4. CLIENT'S RESPONSIBILITIES

- 4.1. Upon signature of this service contract, the client must assign a contact person in Appendix A with the necessary knowledge to use the product and make backup copies. The client will be required to provide to Komutel the contact information of the person who will act as a resource within the guidelines for providing service. The client may also name a project manager to insure that Komutel will receive the necessary support and assistance in order to complete any required services.
- 4.2. At the time of a service call, the client shall supply Komutel with a valid service contract number (noted above) for the covered software, the identification of the covered software and all other reasonable information requested by Komutel, in order to demonstrate in advance the client's rights to the services requested.
- 4.3. The client must follow all instructions supplied in the product documentation and other information that may be supplied by Komutel.
- 4.4. The client must make backup copies at regular intervals. Komutel assumes no responsibilities regarding database connection problem, lost or damaged data.
- 4.5. The client must verify that all computers, operating systems, software and computer files are free of contamination by viruses, Trojan horses, etc. and prevent such contamination from occurring.
- 4.6. The client must supply Komutel with updated company information such as street address, phone numbers, contact information and a valid email address, should it change.
- 4.7. The customer is responsible for maintaining Internet access in order to obtain service included in this Contract.

5. CONFIDENTIALITY

- 5.1. Each party acknowledges that, in connection with the transactions contemplated by this Agreement and the performance of the parties' responsibilities hereunder, each Party has obtained and will obtain proprietary and Confidential Information of the other, including the terms of this Agreement and the pricing for the Products. Each party agrees that it shall take appropriate steps to ensure that its agents, subcontractors, consultants and employees shall not reveal report, publish or otherwise disclose to any other person, nor use in any manner not contemplated by this Agreement, the proprietary or Confidential Information of the other party, without such other party's prior written consent. All Komutel employees and activities performed by them are regulated by Komutel's Information Security Policy.
- 5.2. Information shall be deemed not to be proprietary or Confidential Information subject to the restrictions set forth in this Article if: (i) it is presently known to the public or generally to persons in the industries in which the other party engage; or (ii) becomes so known without breach hereunder by any person with a duty of confidentiality or non-disclosure, including, breach by any party of such party's duties under this Article.
- 5.3. The parties acknowledge that the remedies available at law for a breach of the provisions of this Article are inadequate, and accordingly agree that, in the event of any breach or threatened breach of such provisions by a party, the other party shall be entitled to equitable relief, including the entry of temporary restraining orders and preliminary and permanent injunctions, without the need to post any bond or other security, said relief to be in addition to, and not in limitation of, any other remedy available to such other party. The provisions of this Article shall survive termination of this Agreement for any reason.

6. FEES AND CHARGES

- 6.1. The Service contract cannot be cancelled by the client, and is not refundable.



- 6.2. In the event of a non-standard maintenance visit that is not caused by a faulty Komutel product, with prior agreement of the client; technical support fees, travel, accommodation and meal expenses, etc. will be invoiced to the client according to established rates valid on the date the service is provided (as described in the No-Fault Found Policy above).
- 6.3. Fees and charges related to the service contract are based on a reasonable utilization of Komutel's technical support services. Maintenance fees are to be paid in advance, upon receipt of an invoice that is automatically renewed on a yearly basis, unless otherwise stated in article 10 below.
- 6.4. The service contract rate is indexed to a minimum to the increase of the cost of living¹ for every renewal.

7. TRANSFER

- 7.1. The client does not have right to transfer, sell, copy, lend or negotiate in any way, the attached service contract, nor to transfer the contract to a third party.
- 7.2. This Contract shall be assigned, in whole or in part, by Komutel to any third party, including any company related to Komutel. Komutel will be released from any obligation and responsibility under this Contract as long as the Third Party, at the moment of the transferal, accepts to assume for Komutel the same obligations. The transfer will be effective to the customer upon reception of a written notice from Komutel.

8. FORCE MAJEURE

Komutel's responsibilities do not apply in cases where circumstances are beyond Komutel's control; such as workplace conflicts, sabotage, fire, flood, theft, power failures or other unusual events making the execution of services provided under this contract difficult or impossible for Komutel.

9. LIMITATION OF LIABILITY

Komutel is released from liability in case of bodily injuries, damages or loss of equipment, resulting directly or indirectly from Komutel's obligations under this contract. All settlements to the client cannot, in any instance, be higher than the total cost paid by the client to Komutel under this contract.

10. DURATION AND RENEWAL

The original duration of this contract will be one (1) year.

11. DEFAULT AND TERMINATION

- 11.1. The customer is automatically in default and this contract will be automatically terminated in either of the following:
 - the liquidation, dissolution, voluntary bankruptcy or forced, legal receivership or liquidation of the client's assets and more generally for any cause leading to discontinuation of operations thereof;
 - the customer fails to make due payment of any amount due to Komutel by the expiry date of the contract;
 - the customer fails to remedy the non-execution of any of the obligations of this contract, at the expiry date of a thirty-day notice from Komutel.

¹ The rate applied is determined by the All items excluding energy index of the Consumer Price Index (CPI) of the province of Quebec for the last 12 months (index set according to the month the service contract renewal is submitted to the customer). For more information, please refer to Statistics Canada website at '<http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis01f-eng.htm>'.



11.2. In the event of termination of the service agreement or license agreement covering the software, Komutel assumes no service delivery under this contract and no refund in whole or in part of the service fee will be allowed by Komutel for any reason.

12. MISCELLANEOUS

12.1. By acceptance of the contract, the client accepts that Komutel may use the contact information provided, such as street address and email address, to send information to the client on Komutel products.

12.2. The service contract does not provide the client or any third party with Intellectual Property rights regarding Komutel products or technologies.

12.3. The contract is governed by the rights in force in the province of Québec. Both Parties agree that all disputes in regards to interpretation, application or execution of the present Agreement must be settled by a competent court located in the judiciary district of Québec.

12.4. No amendment or modification to the present Agreement will be considered.