

SERVICE LEVEL AGREEMENT

This Service Agreement ("SLA") is a legal agreement between you ("Client") and TaiRox Software Inc. ("TaiRox") that sets out the terms and conditions governing TaiRox's Dispatch Software Service ("Dispatch Service").

1. **DESCRIPTION OF SERVICE.** The Dispatch Service is provided as a publically accessible web site deployed on a dedicated server ("Server") in a data center such as Amazon Web Services ("Data Center"). The data backing the service is stored in databases on the Server. Backups of the databases are copied from the Server to a different server in the Data Center on a nightly basis. The databases are copied from the Data Center to a TaiRox development environment on a weekly basis and restored in that development environment. Monthly and emergency operating system updates are performed by TaiRox. Dispatch Service software updates are performed by TaiRox on an irregular basis. TaiRox may contact Client and schedule an update outage as described in Schedule A.

2. **OTHER SITES.** The Dispatch Service communicates and interacts with other web sites ("Other Sites"). Other Sites include sites that display maps, GPS location sites, texting sites, email servers and any other web sites not deployed on Server.

3. **FEES, OTHER SERVICES AND BILLING.** Fees and hourly service rates are set out in Schedule A. Fees include a monthly license fee and a fee for the services described in section 1. Data Center fees billed to TaiRox are passed through at cost. TaiRox may perform services for Client not described in section 1 including support calls, training, software customization, data repair, software changes caused by changes in Other Sites, and provision of services should Other Sites cancel or discontinue providing their services. Fees and hourly services are included in a monthly bill sent by TaiRox to Client.

4. **SERVICE FAILURES.** Client may notify TaiRox of an operational problem ("Notification") during normal business hours as set out in the Contact TaiRox section of Schedule A. Subject to the exclusions set out in section 5, a failure to acknowledge the Notification within 90 minutes during normal business hours is agreed to be a Service Failure of the Dispatch Service. Subject to the exclusions set out in section 5, an inability of the Dispatch Service to operate for a period of 60 consecutive minutes after a Notification acknowledgement is agreed to be a Service Failure of the Dispatch Service. Normal business hours are set out in Schedule A.

5. **SERVICE FAILURE EXCLUSIONS.** TaiRox is not responsible for any service failure caused by a failure of Client's internal network infrastructure, a failure of Client's internet service provider, a failure of the internet or a Data Center failure. Client's internal network infrastructure failures include failures due to changed or expired network access, failures due to changed browser settings or content blocking programs, hardware failures, power failures, failures due to shut-down or rebooting of computers, failures caused by software changes, failures caused by malware infections, failures caused by ransomware lockdown of files, and failures caused by extended interruption of Client's internet connectivity. TaiRox is not responsible for any limitation of operation caused by a failure of Other Sites.

6. **SERVICE LEVELS AND REFUNDS.** More than 1 Service Failure in any one calendar month qualifies Client for a single refund of 10% of the monthly license and maintenance fees paid by Client to TaiRox. Total refunds in any one calendar month will be capped at 50% of the monthly license and maintenance fees paid by Client to TaiRox. Refunds will not apply if failures are the result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Refunds will be applied when the next fee is due. Clients may ask at any time for a record of refund events that have occurred, but no more frequently than once per month.

7. TERM AND TERMINATION. The Dispatch Service is provided on a monthly basis. TaiRox or Client may cancel the Dispatch Service with 3 months' notice. Without prejudice to any other rights, TaiRox may terminate this SLA without notice if Client payments are overdue.

8. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TAIROX OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE DISPATCH SERVICE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS SLA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF TAIROX OR ANY SUPPLIER, AND EVEN IF TAIROX OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that Client might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of TaiRox and any of its suppliers under any provision of this SLA and Client's exclusive remedy hereunder shall be limited to the amount actually paid by Client for the Dispatch Service. The foregoing limitations, exclusions and disclaimers (including Section 8) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. APPLICABLE LAW. This SLA is governed by the laws of British Columbia, Canada and any parties hereby submit to the exclusive jurisdiction of the British Columbia courts.

11. ENTIRE AGREEMENT; SEVERABILITY. This SLA is the entire agreement between Client and TaiRox relating to the Dispatch Service and the support services (if any) and they supersede all prior oral or written communications, proposals and representations with respect to the Dispatch Service or any other subject matter covered by this agreement. To the extent the terms of any TaiRox policies or programs for support services conflict with the terms of this agreement, the terms of this agreement shall control. If any provision of this agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

SCHEDULE A

Client:	_____
Monthly License Fee:	\$ _____ per month
Monthly Maintenance Fee:	\$ _____ per month
Normal Business Hours:	7am to 5pm, PT Monday to Friday, excluding public holidays
Hourly Rate:	\$ _____ per hour during normal business hours
	\$ _____ per hour outside of normal business hours
Outages:	Dispatch Site Software or Operating System updates
Outage Hours:	After 6pm PT weekdays, from 8am to noon PT weekends
Outage Notification:	_____ or _____
Contact TaiRox:	support@tairox.com and 604-805-1871 and _____