

Avetrium Inc Service Agreement

WHEREAS Avetrium Inc is engaged in the supply of certain hardware, and associated services to facilitate GPS tracking of identified Customer assets; and

WHEREAS Customer wishes to acquire the GPS tracking hardware and or services offered by Avetrium Inc;

THEREFORE the parties agree to the terms and conditions as set out below:

1. SHIPPING/INSTALLATION

1.1 Shipment of Hardware - Avetrium Inc shall make all reasonable efforts to provide the Hardware in the time frame as agreed. Avetrium Inc shall advise Customer as soon as possible if the product as ordered is not available. All shipping and insurance charges incurred by Avetrium Inc shall be charged to the account of the Customer. Avetrium Inc will ship the Hardware FOB Milton, Ontario, Canada to Customer's designated site.

Customer acknowledges that:

- (i) Risk of loss shall pass from Avetrium Inc to Customer once item picked up by common carrier; and
- (ii) All claims for damage after being shipped by Avetrium Inc shall be filed by the Customer directly with such carrier

1.2 Installation - Avetrium Inc shall be responsible for the proper installation of the Hardware. Avetrium Inc shall provide Customer with Tech support numbers as well as documentation to assist in proper ongoing use of Hardware.

2. FEES

2.1 Hardware Fees – Individual unit prices are outlined in Appendix A. and a fifty percent (50%) deposit of total Hardware fees are payable upon execution of this agreement with the remaining balance payable upon completion of the installation.

2.2 Installation and Activation Fees – Installation and activation fees are as set out in Appendix A. with a fifty percent (50%) deposit of installation and activation fees payable upon execution of this agreement and the remaining balance payable upon completion of the installation.

2.3 Service Fees – Fees for Services are based on a flat monthly rate per GPS Unit and frequency of reporting as outlined in Appendix A. with the first and last two months fees payable upon execution of this Agreement. Contract customers are guaranteed contract pricing for the duration of their specific one, two or three year contract, and upon expiration of the contract, subject to maximum increases of 7% per year. Non- contract usage fee rates may fluctuate with market pricing at any time.

2.4 Service Overage Fees – Overage fees of \$20 per megabyte (or portion thereof) used during a month over and above the aggregate amount of one megabyte of data communications per month per device will apply.

2.5 Currency – Unless otherwise indicated on APPENDIX A, all dollar amounts referred to in this Agreement are in Canadian dollars.

3. PAYMENT.

3.1 Invoices – Payments are due upon receipt of invoice from Avetrium as of the invoice date. A debt service charge will be levied by Avetrium amounting to one point five percent (1.5%) of the overdue balance for each month or fraction thereof the overdue amount which remains unpaid. Any invoiced amounts remaining unpaid after invoicing, may result in discontinued, withheld, or suspended Services to Customer by Avetrium.

3.2 Preferred Payment Method – The preferred payment method accepted by Avetrium is via Credit Card. Before installation of hardware a completed Credit Card form **must** accompany the signed agreement. Terms are only extended for customers who have completed a credit application and a credit limit approved by management.

4 TERM OF AGREEMENTS

Unless otherwise noted on a customer's invoice the terms of this agreement is for a period of one year from date of invoice.

Avetrium Inc Service Agreement

5. GENERAL PROVISIONS.

5.1 Force Majeure – Each party shall be excused from performance under this Agreement to the extent that it is prevented from performing any of its obligations under this Agreement, in whole or in part, as a result of delays caused by the other party or by an act of God, natural disaster, power interruption, acts of the government of the United States or Canada or of any State or Province or governmental agency or official thereof, court order, third party non performance, or other cause, events or circumstances beyond its reasonable control (a "Force Majeure Event"). Such non performance will not constitute default or reason to terminate this Agreement.

5.2 Notice – All notices pursuant to this Agreement shall be in writing and must be given by one of the following methods; personal delivery, by registered/certified mail, private courier service, confirmed facsimile or confirmed e-mail. A change of address in relation to receipt of a notice shall be given to the other party by one of the above noted methods eight (8) business days prior to the address change taking effect.

5.3 Customer acknowledges they should always recheck directions and driving conditions for accuracy and be aware of construction and other hazards.

The Customer acknowledges that it has read, understands and agrees to Avetrium Inc terms and conditions as set out herein which will govern all services provided by Avetrium Inc.

IN WITNESS THEREOF the parties have accepted the terms of this Agreement by and through their acceptance of work performed or services rendered and by receipt of invoice for same, as of the Effective Date of the invoice and subsequent usage of the GeoHost portal by customer through login. These terms are posted on the Avetrium website.