

# DigiCare Business Guarantee Policy

This policy is incorporated into our Master Services Agreement and describes Digica's policies with regards to the use of its Services. Should Digica receive a complaint about a Customer, Digica may view Customer Content to ensure compliance with this policy.

Application of this policy involves an element of discretion, and Digica reserves the right to prohibit particular Content and the use of our Services for a particular use.

## What is the DigiCare Business Guarantee?

DigiCare was designed from the ground up to be molded to a Customer's environment, enabling customized Service(s) to interact with each other to differencing degrees to empower Customer control on Information Technology. As such, Digica recognizes that each Customer is different, and how DigiCare Service(s) interact with each other may provide different value to different Customers.

## What DigiCare Services have the Business Guarantee?

DigiCare is comprised of two main versions of most Services:

- Business Edition (BE); and
- Enterprise Edition (EE).

The two different versions of each DigiCare Service are typically different from the Service's main foundation. Most of the Services that have a BE and a EE function on different platforms, and have different backend infrastructure.

As such, Digica has placed a Business Guarantee on some BE versions of DigiCare Services.

For the DigiCare Business Edition Services that have this Service Guarantee, Digica commits to Customer that the Service will operate as expected and marketed. If the Customer is not satisfied what so ever within the first 30 days of the first billing cycle (defined by the Invoice of the first bill), Customer has the right to cancel that particular Service with Business Guarantee provisions, with no penalty.

Customer would be responsible for any Start Up costs that are invoiced in order to get the services running. There is a significant amount effort that goes into deploying every DigiCare Service, and in light of offering a fair Business Guarantee, Customer agrees to pay any Start Up costs associated with the Service.

Customer understands that not all DigiCare BE Services have the Business Guarantee, and that no DigiCare Enterprise Services carry the Business Guarantee. The standard DigiCare Appliance does carry this Business Guarantee.

## Why do DigiCare Enterprise Edition Services not have the Business Guarantee?

Virtually the entire portfolio of DigiCare Enterprise Edition Services are deployed on a customized basis exclusively for the Customer. This includes extremely costly back end investments that Digica incurs up front that are usually not passed on to the Customer as a part of the Start Up process.

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DigiCare EE Services typically require the deployment of Wide Area Network infrastructure, in which Digica engages with major carriers on long term contracts in order to facilitate the Service. As such, Digica is contractually committed to these parties as a part of the Service, and these commitments are required for the Service to function from day one.

DigiCare EE Services typically involve custom engineering and consultation before any Services can be delivered, and as such, Customer is able to gauge whether or not the Service(s) are adequate for Customer needs.

## How to Cancel my DigiCare Service(s) Under this Policy

Cancelling DigiCare Services requires a simple procedure to be followed:

1. Notify Customer Account Manager by Telephone that Customer wishes to Cancel;
2. Write email to: [executives@digica.ca](mailto:executives@digica.ca) indicating Customer wishes to use Business Guarantee to cancel Services; Customer agrees to disclose the reasons as to why Customer wishes to use Business Guarantee to help Digica improve our Service(s) for other customers in the future;
3. Digica Executive will respond to email accepting Business Guarantee;
4. Customer delivers all property belonging to Digica within 15 business days via courier or personally at Customer's cost.

This procedure must be executed within the first 30 days of the first DigiCare Invoice (regular Digica Invoice or DigiCare OneBill) for the Business Guarantee to be applicable.

## Other Important Items

If the Service cancelled under the DigiCare Business Guarantee is the only Service Customer has purchased, Customer agrees to be bound by remaining clauses within Master Services Agreement even though there will be no invoices issued for the balance of the MSA Term; If Customer elects to engage with Digica to acquire additional DigiCare Services, Customer only needs to execute a DCSRF Schedule.

If Customer has any other Services as per executed DCSRF Schedules, Customer agrees that the other Service(s) will not be affected by the cancellation of the Service under the Business Guarantee Policy; all previous Agreements, Contracts, and Schedules will remain in force prior to the annulled Service and shall survive the Business Guarantee Policy.

Customer agrees use this Business Guarantee in good spirit.