MOBILTEX DATA LTD.
("Mobiltex")

SALES AND SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS
(the "Terms and Conditions")

1. DEFINITIONS:

1.1. "Buyer" means the party defined in the Purchase Order who purchases, leases, licenses or otherwise receives the right to use the Products and the Data Services.

1.2. "Buyer's Information" means the names, addresses, telephone number, purchasing patterns, credit worthiness, demand for Services, and all other information concerning Buyer that is collected by Mobiltex or Supplier in the ordinary course of business.

1.3. "Data Services" means the transmission of data through a satellite system, a cellular system or any other transmission system which allows for the transmission of data to the Buyer or to and from the Buyer.

1.4. "FCA 2000" means the Incoterms 2000 established by the International Chamber of Commerce for FCA (Free Carrier);

1.5. "Nonconformance" or "Nonconforming" means having material defects in workmanship or material. Normal wear and tear and the need for regular overhaul and periodic maintenance shall not constitute a Nonconformance.

1.6. "Point of Delivery" means Mobiltex's manufacturing plant from time to time.

1.7. "Products" means the products as defined in the Contract.

1.8. "Purchase Order" or "Order" means any request for supply of Products and Services by the Buyer which has been accepted by Mobiltex.

1.9. "Services" means the services as defined in the Purchase Order which includes the Data Services.

1.10. "Supplier" means the supplier of the Data Services to Mobiltex.

2. APPLICABILITY: All Orders for Products and Services shall be governed solely by these Terms and Conditions and Buyer's placement of an Order or use of the Products and Services constitutes its acceptance of these Terms and Conditions. No modification or addition to these Terms and Conditions shall be effective unless agreed to in writing and signed by an authorized representative of Buyer and Mobiltex.

3. SUPPLY: The Services shall be supplied during the period of time and in the territory described in the Purchase Order.

4. DELIVERY: Delivery of the Products shall be made on FCA 2000 terms at the Point of Delivery within the time specified in any Order. Transportation charges shall be prepaid and Buyer shall reimburse Mobiltex upon receipt of an invoice for such charges.

5. PRICES AND PAYMENTS: Prices are in the currency stated on the Order. Prices are subject to change on 20 days notice to Buyer. Buyer may within 10 days of receipt of a price change elect to terminate the Order to which the price change is applicable effective as of the date the price change is to be implemented. Failure of the Buyer to serve notice related to the price change is deemed acceptance of the price change. Invoice terms are net 30 days unless otherwise specified. Prices provided by Mobiltex to the Buyer are believed to be accurate; however, Mobiltex reserves the right to correct any inadvertent errors in these prices prior to acceptance of the Order. Mobiltex reserves the right to modify or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. If payments are not made in a timely manner, Mobiltex may, in addition to all other remedies provided at law, do any or all of the following: (1) declare on two (2) day notice that the Buyer's performance in breach and terminate the Order for default; (2) withhold future supply of the Products and Services under any Order until delinquent payments are made; (3) deliver future Products and Services under the Order on a cash with Order or cash in advance basis even after the delinquency is cured; (4) charge interest on the delinquency at a rate of 1-1/2% per month (18% per annum calculated monthly) or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable charges incurred by Mobiltex, or (5) recover all costs of collection including legal fees on a cost recovery basis; or (6) at Mobiltex's option combine any of the above rights and remedies as provided by law.

6. SETOFF: All amounts that the Buyer owes Mobiltex under the Order shall be due and payable

according to the terms of the Order. The Buyer is prohibited from and shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which the Buyer asserts are due to it, its parent, its affiliates, its subsidiaries or other divisions or units.

7. **BUYER'S INFORMATION: BUYER ACKNOWLEDGES THAT MOBILTEX MAY BE REQUIRED TO PROVIDE INFORMATION RELATED TO THE BUYER AND ITS USE OF THE DATA SERVICES TO THE SUPPLIER. BUYER AUTHORIZES MOBILTEX TO RELEASE TO THE SUPPLIER OR ANY THIRD PARTY PROVIDING THE DATA SERVICES ON BEHALF OF THE SUPPLIER THE BUYER'S INFORMATION.**

8. WARRANTY: Mobiltex warrants that at time of delivery to Buyer, its Products will be free from material defects in workmanship and material. These warranties are for the benefit of the Buyer and its customers. This warranty is valid for twelve (12) months after delivery of the Product.

   Buyer must notify Mobiltex in writing of the Nonconformance of any Product within the warranty period and return the Product to Supplier within thirty (30) days after such discovery.

   Mobiltex's obligation and Buyer's remedy under this warranty is limited to either repair or replacement, at Mobiltex's election, of any Nonconforming Product. All items repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. Mobiltex agrees to assume round trip transportation costs for a Nonconforming Product in an amount not to exceed normal shipping charges to the nearest facility designated by Mobiltex for warranty repair of Products delivered under an Order. The risk of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products.

   Mobiltex shall not be liable under this warranty if the Product has been exposed or subjected to:

   8.1 any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Mobiltex's or manufacturer's instruction; or

   8.2 any alteration, modification or repair by anyone other than Mobiltex or those specifically authorized by Mobiltex; or

   8.3 any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or

   8.4 any damage precipitated by failure of a Buyer supplied part or materials forming part of the Product not under warranty or by any Product not supplied by Mobiltex.

   Mobiltex's obligations under this warranty are subject to Buyer's obligation to maintain records which will accurately reflect operating time and maintenance performed on Mobiltex's Product and establish the nature of any unsatisfactory condition of Mobiltex's Product. Mobiltex, at its request, shall be given access to such records for substantiating warranty claims.

   THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY MANUFACTURER'S OR ANY LICENSOR'S WARRANTY; WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON MOBILTEX, MANUFACTURER OR ANY LICENSOR.

9. EXCUSABLE DELAY: Mobiltex shall be excused from delays in delivery and performance of other contractual obligations under this Order caused by acts or omissions that are beyond the reasonable control and without the fault or negligence of Mobiltex including but not limited to Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any Government, fires, earthquakes, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays or failure by third parties to make deliveries to Mobiltex. If the excusable delay circumstances extend for 30 days, either party may, at its option, terminate the Order without being deemed in default or in breach thereof. Alternately, the parties may resolve the matter on mutually agreeable terms.

10. CANCELLATION: Mobiltex may cancel any portion of an Order affected by a proven default of the Buyer or any insolvency or suspension of Buyer's operations or any petition filed or proceeding commenced by or against the Buyer under any law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

11. DISPUTES: Except as otherwise specifically agreed in writing by Mobiltex and the Buyer, any dispute relating to an Order placed by a Buyer incorporated or registered to do business in Canada which is not resolved by the parties shall be adjudicated by any court of competent jurisdiction. For Orders placed by a Buyer not set out in the contract incorporated or registered to do business in Canada, the parties shall resort to binding arbitration under procedures set out in the Order.

12. APPLICABLE LAW: This Agreement shall be interpreted in accordance with the laws of the the Province of Alberta, exclusive of any choice of law provisions.

13. VALUE ADDED RESELLER: The Buyer acknowledges that Mobiltex is a value added reseller of the Services and agrees that the supply of the Services is subject to the following:

    13.1. the Supplier's ability to obtain and maintain, at reasonable expense, all governmental licenses and permits necessary to supply the Services;

    13.2. the Supplier's obtaining all rights, approvals and consents from private parties for the construction and maintenance of the facilities necessary to supply the Services;

    13.3. the proper functioning of the distribution system that supplies the Services;

    13.4. the proper functioning of any third party carrier system relied upon to complete a call (such as long-distance, roaming, exchange or interconnection providers);

    13.5. the availability to Mobiltex of capacity on the distribution system and the availability of capacity on the distribution system;

    13.6. the distribution system is inherently capacity constrained;

    13.7. the Services may be refused or limited, without liability to Mobiltex or the Supplier, due to capacity limitations, including capacity limitations due to any repair, testing, upgrade or modification work on the distribution system;

    13.8. emergency access to the distribution system by public safety organizations may preempt Buyer's use of Services;

    13.9. the Services are subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions;

    13.10. the Supplier may impose particular terms and conditions which, without limiting the foregoing, may relate to disruption in the Services, distribution system limitations, limitations of liability, access to Buyer's Information including the right to contact or otherwise solicit the Buyer as a user of the Services and which from time to time will be added to the Terms and Conditions (the "Additional Terms");

    13.11. the Buyer is obligated to accept the Additional terms or its right to the Services may be terminated on written notice to the Buyer by Mobiltex; and

    13.12. the Additional Terms may be set out in a schedule to these Terms and Condition which schedules form part of these Terms and Conditions.

14. LIMITATION OF LIABILITY: MOBILTEX'S, SUPPLIER'S, ANY MANUFACTURER'S, AND ANY LICENSOR'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM AN ORDER, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCTS AND SERVICES COVERED BY OR FURNISHED UNDER THIS ORDER SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS AND SERVICES OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL MOBILTEX, MANUFACTURER OR ANY LICENSOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSS OF PROFITS OR REVENUE. THE PROVISIONS OF AN ORDER ARE FOR THE BENEFIT OF THE PARTIES TO THE ORDER AND NOT FOR THE BENEFIT OF ANY OTHER PERSON.

15. ELECTRONIC COMMERCE Mobiltex and the Buyer agree to participate in all current and future electronic commerce applications and initiatives upon either parties' request. For contract formation, administration, changes and all other purposes each electronic message sent between the parties within such applications or initiatives will be deemed:

a. “written” and a “writing”

b. “signed” (in the manner below), and

c. an original business record when printed from electronic files or records established and maintained in the normal course of business.

The Parties, to the extent they are able to waive these rights, expressly waive any right to object to the validity, effectiveness, or enforceability of any such electronic message on the ground that a” statute of frauds” or any other law requires written, signed agreements. Between the Parties, any such electronic documents may be introduced as evidence in any proceedings, as business records originated and maintained in paper form. Neither Party shall object to the admission of any such electronic document under either *the best evidence rule* or the business records exception to *the hearsay rule.* By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with their signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by Canadian and United States law, excluding any such law requiring signed agreements or otherwise in conflict with this paragraph.

16. EXPORT: Unless otherwise agreed, the Buyer shall be responsible for compliance with the export control laws and regulations of the Canadian and the United States Government, and when required by such laws and regulations shall obtain validated export and re-export licenses required for goods, services and technical data delivered under an Order. Mobiltex shall not be liable to the Buyer for any failure to provide goods, services or technical data as a result of any following Canadian or United States Government actions: (1) refusal to grant export or re-export license; (2) cancellation of export or re-export license; or (3) any subsequent interpretation of Canadian or United States export laws and regulations, after the date of any particular Order, that limits or has a material adverse effect on the cost of the Buyer’s performance.

17. TAXES: The prices quoted to the Buyer unless otherwise expressly stated do not include sums necessary to cover any taxes or duties including but not limited to Federal, Provincial, Municipal, State excise, sales or use taxes or import duties upon the production, sales, distribution, or delivery of goods or furnishing of services hereunder. Any taxes or duties that are due and owing hereunder shall be paid by the Buyer in addition to the prices quoted. Accordingly, Mobiltex reserves the right to revise its price after the execution of any Order between the parties to include any and all taxes or duties that may become due hereunder and Mobiltex may invoice the Buyer for these additional amounts. This clause shall survive the acceptance and complete performance of any Order by the parties herein.

18. ASSIGNMENT: Buyer shall not assign this Order or any portion thereof without the advance, written consent of Mobiltex, which consent shall not be unreasonably withheld. Mobiltex shall not have any obligation to an assignee of the assigning party unless such consent is obtained.

19. WAIVER: Failure by Mobiltex to assert all or any of its rights upon any breach of any Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment or service. No waiver of any right shall extend to or affect any other right Mobiltex may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

20. CONFIDENTIAL DATA: Mobiltex agrees that the information (data) transmitted to it's servers by remote monitoring equipment installed at a customer facility, is proprietary and confidential information. Mobiltex further agrees that it will not release this information to any third party other than it's own employees or contractors who have a need to know such information, or to the customer or it's authorized agents, unless otherwise instructed in writing by the customer, or as directed by a court of competent jurisdiction.

21. SEVERABILITY: If any provision of these Terms and Conditions is determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purpose of the dispute in question, and all other provisions shall remain in full force and effect.