

MOBILTEX DATA LTD. ("Mobiltex")

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

1) DEFINITIONS:

- a) "Buyer" means the party defined in the purchase order that wishes to purchase or license certain of the Products and Services from Mobiltex and Mobiltex agrees to sell the Products to the Customer pursuant to the terms and conditions set out in this contract.
- b) "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.
- c) "Airtime 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.
- d) "FCA 2010" means the Incoterms 2010 established by the International Chamber of Commerce for FCA (Free Carrier).
- e) "Data Services" means the services provided hereunder by Mobiltex, which shall include without limitation Customization and Consulting Services and Data Storage Services.
- f) "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.
- g) "Point of Delivery" means Mobiltex's manufacturing plant from time to time.
- h) "Products" means the hardware products as defined at Schedule "A" of the Agreement. For clarity, Products does not include software which are included with, or used in association with, the hardware products.
- i) "Purchase Order" or means any request for supply of Products and Services by the Buyer which has been accepted in writing by Mobiltex.
- j) "Subscription" means Buyer's access to Corview web hosting and Data Services, during the unexpired term of any Purchase Order(s) for Airtime Services and Data Services.
- k) "Supplier" means the supplier of the Airtime Services to Mobiltex.

2) SUPPLY AND SERVICES.

- a) Products. Products shall be provided to the Buyer subject to the terms of this Agreement and the Purchase Order.
- b) Airtime and Data Services. The Airtime Services and Data Services shall be supplied to Buyer subject to the terms of this Agreement and the Purchase Order.
- c) Customization and Consulting Services. Customization and Consulting Services shall be provided on a time and materials basis (plus applicable taxes) at Mobiltex's standard rates.
- d) Data Storage Services. While the Subscription is active, Buyer shall be provided with access to the previous three (3) years of data generated via the Products, on a 3-year rolling basis to the then current date.
- e) CorView Web Host Access. Subject to the terms of the Purchase Order and this Agreement, access to the CorView web host shall be provided while the Buyer has an active Subscription.

- 3) DELIVERY.** Delivery of the Products shall be made on FCA 2010 terms at the Point of Delivery within the time specified in any Purchase Order. Transportation charges shall be prepaid and Buyer shall reimburse Mobiltex upon receipt of an invoice for such charges.

4) PRICES AND PAYMENTS.

- a) Prices are in the currency stated on the Purchase 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 Purchase 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 Purchase 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.
- b) 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 Purchase 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 Purchase Order by the parties herein.

5) **TERM AND TERMINATION.**

a) **Term.** The Term of the Subscription is as set out in the relevant Purchase Order. This Agreement (including without limitation the applicable Price List) shall apply to Products for a term of three (3) years.

b) **Termination.**

i) **Non-Payment or Late Payment by Buyer.** If payments are not made within the time period set out in the Purchase Order, and if no time period is set out in the Purchase Order, then Net 45 days,, 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 Purchase Order and/or this Agreement for default; (2) withhold future supply of the Products, Data Services and Airtime Services under any Purchase Order until delinquent payments are made; (3) deliver future Products and Data Services under the Purchase Order on a cash with Purchase 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. No further notice shall be required for Mobiltex to terminate the Agreement or any Purchaser Order under the terms of this Section.

c) **Termination for Breach.** Either Party shall have the right to terminate this Agreement, or, at its option, suspend performance hereunder, upon any of the following events by the other Party, each of which

shall be deemed to be a material breach of this Agreement:

- i) failure to comply with any provision of this Agreement or any Purchase Order provided that the Party claiming that the Agreement has been breached shall provide the other Party with written notice and a thirty (30) day opportunity to cure such breach, and the breach remains uncured after such thirty (30) day period. No further notice shall be required for termination after this 30 day period for the party suffering breach to Terminate this Agreement or any Purchase Order;
- ii) cessation of business or business operations by either Party;
- iii) voluntary or involuntary filing of a bankruptcy petition or a similar proceeding under laws of the relevant jurisdiction; or any Party becoming insolvent or making any assignment for the benefit of creditors.

d) **Cancellation of Unfilled portion of Purchase Order.** Mobiltex may cancel any portion of an Purchase Order without further notice to Buyer, 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.

e) **Survival of Provisions following Termination.** The following sections shall survive termination of this Agreement: 1, 4b, 6d-f, and 7-14.

6) **WARRANTY.**

a) **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 Mobiltex within thirty (30) days after such discovery. Prior to return of any Product to Mobiltex under this Warranty, Buyer shall make reasonable efforts to carry out a remote diagnosis of the cause of any problems with Mobiltex.

b) **"Material Defects"** means any material defect in manufacturing by Mobiltex of Products. Examples of material defects include without limitation:

- RMU won't transmit to CorView
- RMU measures incorrectly
- RMU/UDL/UGI etc. won't power on

- RMU/UDL/UGI intermittent operation
- Unusual operation (e.g. sends excessive power-up messages, phantom button presses)

The following are examples of things that are not Material Defects:

- Physical damage caused during installation or operation (e.g. broken interface connectors)
- Physical damage caused by installation in unsuitable environment
- Installation in an environment that promotes conditions which exceed the specific product's design specifications including, but not limited to, moisture ingress protection
- Damage from corrosive install environments (e.g. H₂S, acid)
- Overvoltage/overcurrent damage (e.g. connected to a voltage or current that exceeded published specs)
- Overvoltage damage due to power surge (lightning strikes, welding etc.)
- Other damage caused by lightning strikes
- Mis-wiring (e.g. RMU3 transformer wired for 110v but connected to 220v)
- Modification to the equipment (e.g. UDL rewired to charge and measure at the same time)
- Unusual operation due to outside influences (e.g. high electrical noise environment caused by inductive chokes, high power radio transmitters etc.)
- Dead RMU batteries due to incorrect storage (e.g. RMU3 antennas need to be charged periodically when in storage)
- Communications failures due to sunsets by airtime providers (e.g. cellular 3G network sunset)
- Communications failures due to network outages on 3rd party airtime provider networks.
- Equipment outside of the 1 year warranty period

- c) **Buyer's Remedies.** 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 return 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 Purchase Order. The risk

of loss or damage to all Products in transit shall be borne by the party initiating the transportation of such Products.

- d) **Exclusions to Warranty.** Mobiltex shall not be liable under this warranty if the Product has been exposed or subjected to:

- i) 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
- ii) any alteration, modification or repair by anyone other than Mobiltex or those specifically authorized by Mobiltex; or
- iii) any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to Buyer; or
- iv) 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.

- e) **Buyer's Obligations.** 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.

- f) **DISCLAIMERS OF WARRANTY.** 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. DATA SERVICES AND DATA STORAGE SERVICES ARE PROVIDED "AS IS". WARRANTIES APPLICABLE TO SOFTWARE ARE SOLELY LOCATED IN THE END USER LICENSE AGREEMENT. MOBILTEX DISCLAIMS ANY OPERATION OR APPLICATION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALES OF GOODS.

- 7) **EXCUSABLE DELAY, ETC.** Mobiltex shall be excused from delays in delivery and performance of contractual obligations under this Purchase Order caused by acts, situations 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, pandemics, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, material shortages or delays or failure by third parties to make deliveries to Mobiltex.

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

- a) Airtime Services related to this Agreement and the Products shall be purchased only from Mobiltex;
- b) the Supplier's ability to obtain and maintain, at reasonable expense, all Governmental licenses and permits necessary to supply the Airtime Services;
- c) the Supplier's obtaining all rights, approvals and consents from private parties for the construction and maintenance of the facilities necessary to supply the Airtime Services;
- d) the proper functioning of the distribution system that supplies the Airtime Services;
- e) the proper functioning of any third party carrier system relied upon to complete a call (such as long-distance, roaming, exchange or interconnection providers);
- f) the availability to Mobiltex of capacity on the distribution system and the availability of capacity on the distribution system;
- g) the distribution system is inherently capacity constrained;
- h) the Airtime 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;
- i) emergency access to the distribution system by public safety organizations may pre-empt Buyer's use of Services;
- j) the Airtime Services are subject to disruptions and/or deficiencies caused by atmospheric or terrain conditions or in-building conditions;

k) the Supplier may impose particular terms and conditions which, without limiting the foregoing, may relate to disruption in the Airtime 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 Airtime Services and which from time to time will be added to the terms and conditions of this Agreement (the "**Additional Terms**");

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

m) the Additional Terms may be set out in a schedule to this Agreement which schedules shall be incorporated by reference and form part of this Agreement.

9) 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 THIS AGREEMENT OR ITS SUBJECT MATTER ANY PRODUCTS AND SERVICES COVERED BY OR FURNISHED UNDER THIS PURCHASE 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, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OR LOSS OF PROFITS OR REVENUE. THE PROVISIONS OF A PURCHASE ORDER ARE FOR THE BENEFIT OF THE PARTIES TO THE PURCHASE ORDER AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN NO EVENT SHALL ANY OFFICER, DIRECTOR OR EMPLOYEE OF MOBILTEX HAVE ANY LIABILITY IN RELATION TO THIS AGREEMENT OR ITS SUBJECT MATTER.

10) ELECTRONIC COMMERCE. Mobiltex and the Buyer agree to participate in all current and future electronic commerce applications and initiatives upon either party's 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.

- 11) **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 Purchase Order. Mobiltex shall not be liable to the Buyer for any failure to provide goods, services or technical data as a result of any of the 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 Purchase Order, that limits or has a material adverse effect on the cost of the Buyer's performance. It is also the responsibility of Buyer to ensure that export control laws and regulations are not violated through hiring, internships, or collaborative projects involving citizens or residents of countries subject to export controls.

12) **DATA & CONFIDENTIAL INFORMATION.**

- a) Buyer hereby irrevocably grants Mobiltex worldwide rights to use the Data to: (i) carry out its obligations under this Agreement; (ii) manage and improve the Mobiltex Business; (iii) create new products and services; (iv) determine additional products or services that may be of interest to Buyer; and, (v) aggregate or anonymize the Data and use, copy, disclose, and

exploit it for any purpose. Subject to the previous sentence, Mobiltex shall take reasonable and prudent steps to maintain the secrecy of Buyer's Confidential Information, and shall only disclose it to Mobiltex employees and contractors who need to know the Buyer's Confidential Information to carry out Mobiltex's obligations under this Agreement. "Buyer's Confidential Information" means all information and documents received from Buyer related to Buyer's business, including without limitation, Buyer's Information, financial information about Buyer, information about Buyer's operations and personnel, and information about Buyer's plans, infrastructure and technology. "Buyer's Confidential Information" shall not include any information that: (i) has been publicly disclosed by Buyer; (ii) has been obtained by Mobiltex from a third person who is not in breach of obligations of confidentiality; (iii) is independently developed by Mobiltex; or, (iv) is retained in the unaided memory of any Mobiltex employee or contractor. "Data" means any data collected or generated by, or stored in, Mobiltex hardware, software, websites or applications, or any information associated with such data. "Mobiltex's Confidential Information" means information about Mobiltex's business, technology, and operations, for which Mobiltex has taken reasonable steps to maintain its secrecy and includes without limitation: (i) detailed operation of Mobiltex software, including screens, user interfaces, program logic and algorithms (e.g. information that would not be disclosed from a demo of the software); (ii) training materials provided by Mobiltex; (iii) Mobiltex product road maps; (iv) trouble-shooting information about Mobiltex Products; and (v) documentation related to the Mobiltex products. Buyer shall take reasonable and prudent steps to maintain the secrecy of Mobiltex's Confidential Information, and shall only disclose it to Buyer's employees and contractors who need to know Mobiltex's Confidential Information to receive and use Mobiltex Products and software, and receive Data Services and Airtime Services pursuant to this Agreement. "Mobiltex Confidential Information" shall not include any information that: (i) has been publicly disclosed by Mobiltex; (ii) has been obtained by Buyer from a third person who is not in breach of obligations of confidentiality; (iii) is independently developed by Buyer; or, (iv) is retained in the unaided memory of any Buyer employee or contractor.

- b) **BUYER'S INFORMATION.** BUYER ACKNOWLEDGES THAT MOBILTEX MAY BE REQUIRED TO PROVIDE INFORMATION RELATED TO THE BUYER AND ITS USE OF THE AIRTIME SERVICES TO THE SUPPLIER. BUYER AUTHORIZES MOBILTEX TO RELEASE TO THE SUPPLIER OR ANY THIRD PARTY

PROVIDING THE AIRTIME SERVICES ON BEHALF OF THE SUPPLIER THE BUYER'S INFORMATION.

- c) **COMPLIANCE WITH APPLICABLE LAW.** The Parties shall comply with all applicable law, including without limitation all laws and regulations related to the privacy of personal information.

13) INTELLECTUAL PROPERTY.

- a) Buyer agrees and acknowledges that Mobiltex is the owner of all worldwide intellectual property rights in relation to the Products and Data Services provided hereunder, including without limitation all worldwide rights in relation to patents, algorithms, copyright works, software, integrated circuits, designs, industrial designs, and Mobiltex's Confidential Information, Mobiltex trademarks and trade secrets. (collectively the "Intellectual Property Rights"). Without limiting the generality of the foregoing, Mobiltex shall own all rights in relation to its training materials, product development roadmaps, and any updates, upgrades, new versions or customizations of any hardware, software or web services.
- b) Buyer agrees and acknowledges that under this Agreement it is not receiving any rights to build Products, create derivative works of any Products, use Mobiltex Confidential Information or trade secrets, provide training in relation to the Mobiltex Products to third persons, or use Mobiltex trademarks
- c) If Buyer provides or communicates to Mobiltex any suggestions for improvements or changes to the Products (the "Product Improvement Suggestions"), then Mobiltex shall own all worldwide right, title and interest to such suggestions, and Buyer hereby sells, assigns and transfers to Mobiltex all worldwide right, title and interest in the Product Improvement Suggestions and waives all worldwide moral rights *droits d'auteurs* in relation to the Product Improvement Suggestions to the extent they cannot be assigned to Mobiltex.
- d) The buyer also agrees to the conditions of the End User License Agreement (EULA) for the use of the Corview database and access back end program.

14) BOILERPLATE.

- a) **COUNTERPARTS.** This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Transmission

by facsimile or e-mail shall be an accepted mode of delivery of such counterparts.

- b) **TIME IS OF THE ESSENCE.** Time is of the essence in relation to timely performance of obligations under this Agreement.
- c) **WAIVER.** Failure by Mobiltex to assert all or any of its rights upon any breach of any Purchase 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.
- d) **ASSIGNMENT.** Buyer shall not assign this Purchase 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.
- e) **DISPUTES.** Except as otherwise specifically agreed in writing by Mobiltex and the Buyer, any dispute relating to an Purchase 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 Purchase Orders placed by a Buyer not set out in this Agreement incorporated or registered to do business in Canada, the parties shall resort to binding arbitration under procedures set out in the Purchase Order
- f) , and if such procedures are not set out, then the parties consent to the rules of the Alternative Dispute Resolution Institute of Canada, with the arbitration to be held in English in Calgary, Alberta. The parties consent to the jurisdiction of any court of competent jurisdiction for interim or interlocutory relief or to enforce any arbitral awards or Purchase Orders.
- g) **APPLICABLE LAW.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the Province of Alberta, and Canadian Federal Law applicable therein, exclusive of any choice of law provisions.
- h) **INTERPRETATION.** The Rule of *Contra Proferentum* shall not apply to the interpretation of this Agreement. Headings are for ease of reading and shall not affect the interpretation of this Agreement.
- i) **AMENDMENTS TO BE IN WRITING.** Any modification or amendment of this Agreement shall be

in writing and signed by both parties, in Purchase Order to be of any force and effect.

- j) **ENTIRE AGREEMENT.** This Agreement, together with, the Purchase Order(s), the applicable Mobiltex Price List(s) (provided that only the prices set out in such price lists are binding, with any other provisions of such price list being non-binding and for discussion purposes only), constitute the entire agreement between the parties in relation to their subject matter, and supercede all prior or collateral negotiations, representations, communications, or agreements.