

Consumer Vehicle Messaging & GPS Modem Activation Form

Device Information Check Box

Model Number: _____

Serial SID # _____

Attention: This modem is shipped temporarily preactivated for the installer to send up to 50 test commands before having to send in the activation form. After, the unit will automatically turn off until the activation form is submitted.

Customer Information

Customer Type: New Existing Account

Last Name: _____

First Name: _____

Street Address: _____

City: _____ Province: _____ Postal Code: _____

Home Phone#: _____ Cell Phone #: _____

Email Address: _____

Titan Reseller "Dealer" Information

Reseller Company Name: _____

Reseller Contact Person: _____

Reseller Contact Phone #: _____

Payment Information

Payment Type: Visa MasterCard Check Cash

Name on Card: _____

Card Number: _____ Expiration Date: _____

Please Select Subscription Plan Options

- Connect \$37.95 / Year
- Connect GPS \$119.95 / Year CDN
- Connect GPS + \$189.95 / Year CDN

CREDIT CARD HOLDER – PLEASE READ AND SIGN

After carefully reviewing the TMS Terms and Conditions, please fill out form in its entirety. NorthSat will activate and process charges from the supplied credit card, please note that there is a Ten Dollar \$10 activation fee billed on your initial payment. All transactions will be completed and are quoted in Canadian dollars.

Please Note: At the time of activation a refundable prepayment security deposit equal to one month's airtime will be charged by NorthSat Distribution along with a \$10 Activation Fee. There is a minimum one month notice needed to discontinue service.

Signature: _____ Date: _____

By reading and signing my name on this document, I agree to the attached Terms and Conditions and authorize NorthSat to activate my Titan TMS device above. I also authorize NorthSat to use the above credit card information knowing that it is rightful and legal to do so.

NorthSat Distributions & Certified Tracking Solution Contact Information

Address: 9641 82 Ave, Edmonton AB Canada
 Phone: 1-780-391-3800 Fax: 1-780-391-3801
 Email: Billing@CertifiedTrackingSolutions.com
 Operating Hours: Monday to Friday 8:00AM to 6:00PM MST

Please Fax Activation Sheet to 780-391-3801



For Internal Use Only

Submission Date: _____ Unit Tested by CTS: _____

Login Name Issued: _____ SIM Status Changed to Activated:

New Password Issued: _____ Plan Reconfigured:

Customer Verbally Contacted: Yes No

Emailed Website / Login Info: Yes No

Installation Information & Testing *MUST BE COMPLETED BY INSTALLER*

Installer Name: _____ Remote Starter Model: _____

Connection Type: BB Data Port Hardwire GPS Status on Map:

Connect: Start Lock Unlock

Connect: Trunk Aux 2 Aux 3

Alarm Inputs: Siren Door Hood

Note: Log onto App or Dashboard by using the Serial SID # on the Modem



Thank you for your purchase of a Titan Innovations Titan Messaging System Device. The Titan Messaging System for which you have subscribed is billed by NorthSat Distribution Ltd. These are the Terms and Conditions (the "Terms") for your subscription to the Titan Messaging System service.

Please keep this copy of the Terms for your records.

UNLESS YOU NOTIFY NORTHSAT DISTRIBUTION LTD. IMMEDIATELY AND IN ANY EVENT WITHIN 7 DAYS, IT WILL MEAN THAT YOU AGREE TO THESE TERMS AND THAT THEY WILL BE LEGALLY BINDING ON YOU.

CONTACT INFORMATION: You may contact Titan Innovations Customer Activation Center Monday – Friday 8AM to 6PM MST by calling 1-780-391-3800 or by writing to:

NorthSat Distributions Ltd
Attention: Titan Innovations Billing / Collections
9641 82 Ave
Edmonton, AB
T6C 0Z9
Canada

1. GENERAL.

- a) NorthSat Distribution Ltd reserves the unrestricted right to change its prices, at any time, with or without notice to you. You always have the right to cancel your subscription to the Service (your "Subscription"), in whole or in part, if you do not accept any change. If you do not cancel your Subscription within 30 days of a change, your continued receipt of the Service will constitute your acceptance of such changes.
- b) Subscription to the Service does not grant you the right to use any of our or our partners' trademarks nor any propriety right or ownership to any of the device identifier or phone numbers assigned to the TMS device. NorthSat Distribution Ltd. reserves the right to change any device identifier or phone number on 15 days notice.
- c) We offer the Service subscriptions based in Data Command GPRS messages solely in Canada within current GPRS / GMS Network Coverage. If your Titan TMS device is transmitting GPRS Data Messages when outside of Canada, your Titan TMS device (as defined below) will incur Roaming Charges at \$15.95 per .5MB of data sent to and from the Titan TMS device.
- d) It is your responsibility to exercise discretion and observe all safety measures required by law, proper operation outlined in the user guide provided with your Titan TMS device, also found at www.TitanInnovations.ca and your own common sense. NorthSat Distributions Ltd. assumes no responsibility for accidents resulting from or associated with use of the Service.

2. SPECIAL OFFERS; CHANGES TO TERMS AND CONDITIONS.

- a) We may from time to time make available special offers which supplement or modify the terms and conditions set forth in these Terms. Details of such special offers, including eligibility requirements for participation, will be made available separately. In the event of any conflict between these Terms and the terms of such offers, the terms of such offers shall govern. Only offers made or expressly authorized by NorthSat can alter the Terms and Conditions set forth in these terms.
- b) We reserve the right to change these Terms, including our fees and charges, from time to time. If we make any changes, we will send you a notice describing them and their effective date, in the manner described in Section 10(a), or we will send you an entirely new set of Terms to replace these Terms. YOU ALWAYS HAVE THE RIGHT TO CANCEL YOUR SUBSCRIPTION AT ANY TIME IF THE TERMS ARE NOT ACCEPTABLE TO YOU. If you do not cancel your Subscription within 30 days, your continued receipt of the Service will constitute acceptance of the changed Terms. If you notify Customer Care that you do not accept such terms, then we may cancel your Subscription as provided in Section 6.



3. SERVICE INTERRUPTIONS / NON-PERFORMANCE

- a) Service may be unavailable or interrupted from time to time for a variety of reasons, such as environmental or topographic conditions and other things we cannot control. Service might also not be available in certain places (e.g., in tunnels, parking garages, or within or next to buildings) or near other technologies. We are not responsible for any interruptions of Service that occur beyond our reasonable control or result from latency factors or reliability of the services provided by third party telecommunication providers.
- b) Command Messages delivery may be delayed or not completed due to network latency factors and limitations of Rogers Wireless cellular GSM / GPRS coverage.
- c) Not all cellular network service providers are compatible with Titan's TMS device, nor is it compatible with cellular phone being offer by various telecommunications companies.

4. NORTHSAT DISTRIBUTION EXCLUSIVITY

- a) You may only use the TITAN TMS devices with the SIM Card that is installed and password protected into the TMS device and activated under NorthSat Distribution contract. The SIM and it's GPRS / GSM Service is only meant to be utilized in authorized Titan TMS devices which was originally equipped and authorized to receive the Service. NorthSat Distribution Ltd. does not make or install any of the Titan Innovation Cellular Messaging Devices or related equipment ("Equipment") you may use to receive the Service. You must purchase your Titan Innovations TMS devices and Equipment, and any repairs, parts, installation or service, from an authorized Titan Innovations seller. NorthSat Distribution Ltd. is not liable for any damage to your vehicle, home or other property resulting from installation or use of any Titan Innovations TMS Devices or Equipment. NorthSat Distribution Ltd. does not warrant any Titan Innovation's TMS devices or Equipment in any way whatsoever and are not responsible for the advertising, statements, practices, promises, services or warranties of such sellers or manufacturers.
- b) This agreement and subscription apply one to one TMS Device. If you purchase other TMS Devices you must purchase a separate subscription.
- c) You agree that you shall not, copy, decompile, disassemble, reverse engineer or manipulate any technology related to the TMS Device owned by you or utilized by virtue of this subscription agreement.
- d) If for any reason GSM/GPRS Wireless and or any other telecommunication provider used discontinues the ability of the type of communication service relating to this subscription NorthSat Distributions shall not be held liable for any costs that have been incurred to acquire the Titan TMS device or in relation to this subscription.

5. PAYMENT.

In return for receiving the Service, you agree to pay us as follows:

- a) YOU WILL PAY THE STIPULATED FEES AS ADVISED BY NORTHSAT DISTRIBUTION LTD. You will be responsible for all Subscription fees, other charges and fees and purchases under your account. All fees are subject to change. If you fail to pay when due NorthSat Distribution Ltd. may cancel your subscription.
- b) Billing statements will be provided only upon request. If you would like to receive a statement for a particular period, please contact Billing and Collections as provided at the top of these Terms.
- c) NorthSat Distribution Ltd. may charge one or more of the following fees, all of which are subject to change:
 - 1. We may charge you a one-time fee to activate, reactivate, upgrade or modify each Subscription on your account. The fee is payable in the billing period immediately following the date that the charge was incurred.
 - 2. If you cancel your Subscription prior to the end of a Subscription period, there is a prorated 50% of the activated airtime plan cancellation fee for each remaining month on the term plan selected on the activation sheet.



3. If you wish to transfer your Subscription to a different TMS Device during the term of a Subscription period, we may charge you a transfer fee of up to \$20.00. The transferee will be subject to these terms and conditions.
4. If we do not receive your payment by the billing due date, we may charge you a late fee of up to \$5.00 (plus applicable taxes) per month or partial month until the delinquent amount is paid in full, as a genuine pre-estimate of costs.
5. We may require a deposit toward future service. Deposits will appear on your bills as credits, from which we will deduct our charges. Deposits will not earn interest.
 - a) At the time of activation a refundable prepayment security deposit equal to one month's airtime will be charged by NorthSat Distribution.
 - b) The user must provide NorthSat a minimum one month notice needed to discontinue service.
 - c) Any units deactivated can not be reactivated again.
 - d) The units can be temporarily put on suspended at a charge of \$40 for a maximum of 3 months.
6. If you request a paper history itemizing past payments and changes on your account, we may charge you a fee of up to \$10.00 to offset our costs.
7. If any bank or other financial institution refuses to honor any payment of yours, we may charge you a collection fee that is the lesser of (i) \$20.00; and (ii) the maximum amount permitted under applicable law. You acknowledge that this collection fee is not an interest charge, finance charge or other such charge or payment of a similar nature and that it is reasonably related to the actual expense we incur due to unsatisfied payment.
 - d) You must pay in Canadian dollars by credit card. The outstanding balance is due in full each payment period. We may, in our discretion, accept partial payments, which will be applied to the oldest outstanding charges on your account. If you wish to dispute any charge, you must contact us within 45 days after the due date of the payment in question (see Section 9 for how to notify us that you are disputing a charge): OTHERWISE YOU WAIVE YOUR RIGHT TO DISPUTE THE CHARGE.
 - e) In applying to establish an account with us, you authorize us to inquire into your creditworthiness by checking with credit reporting agencies and report any late payment or non-payment.
 - f) You must notify Customer Care immediately of any change in your name, billing address, service address, e-mail address, telephone number or credit or charge card information.
 - g) You are responsible for all taxes or other government fees and charges, if any, which are assessed based on the service address on your account.

6. CANCELLATION.

- a) Please refer to your statement for the term of your Subscription. Your Subscription will automatically renew for a term of the same length, unless you notify Customer Care that you do not wish to renew your Subscription. We will send you a notice advising you that your Subscription is about to renew and the effective date of the renewal, in the manner described in Section 10(a).
- b) You may cancel your Subscription at any time by notifying Billing and Collections. If you cancel your Subscription prior to the expiration of a Subscription, you will receive a refund of any unused Subscription fees based on the number of days remaining in your Subscription, and subject always to cancellation fees assessed by NorthSat.
- c) We may cancel your Subscription at any time if you fail to pay amounts owing to us when due or breach any of these Terms. If your Subscription is cancelled, you will still be responsible for payment of all outstanding balances accrued through the cancellation date.



7. PRIVACY.

By submitting personal information to NorthSat Distributions, you agree to the collection, transfer, storage and use of your personal information by NorthSat Distributions for the purposes of administering your Subscription and market upcoming products and rate plans for Titan Innovations.

8. LIMITS ON OUR RESPONSIBILITY.

a) YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OR YOUR TITAN TMS DEVICE OR OTHER EQUIPMENT. ALL SUCH WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY DISCLAIMED.

b) WE ARE NOT RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES RELATING TO THE USE OR PURCHASE OF ANY TITAN TMS DEVICE OR EQUIPMENT OR THE SERVICE, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. OUR TOTAL LIABILITY TO YOU AND ANY OTHER PERSONS RECEIVING THE SERVICE, REGARDLESS OF THE CAUSE, WILL IN NO EVENT EXCEED THE AMOUNTS THAT YOU HAVE PAID TO US FOR ANY PERIOD AFTER THE SPECIFIC EVENT THAT GAVE RISE TO THE APPLICABLE DAMAGE OR LOSS. THIS ALLOCATION OF RISK AND THE DISCLAIMER OF WARRANTIES IN SECTION 8(a) ARE REFLECTED IN OUR PRICES AND ARE A FUNDAMENTAL ELEMENT OF OUR AGREEMENT TO PROVIDE THE SERVICE.

c) THE TITAN TMS DEVICE IS NOT MEANT TO BE USED FOR ANY ILLEGAL ACTIVITY AND NORTHSAT NOR TITAN INNOVATION WILL BE LIABLE FOR ANY SUCH CLAIMS.

d) NORTHSAT DISTRIBUTIONS AND TITAN INNOVATIONS IS NOT RESPONSIBLE FOR THE SECURITY NOR KEEPS RECORD OF YOUR DEVICE LOG IN AND PASSWORD WHICH SHOULD BE CHANGED IMMEDIATELY AFTER TAKING POSSESSION OF YOUR TITAN TMS DEVICE.

f) **Limitations of Technology.** Buyer acknowledges the following inherent technical limitations relating to Product use. Complete service area coverage at all times is improbable. The existence of unfavorable conditions, such as weather and wave interference from distant stations can interrupt Product functionality. Moreover, if a Product is moved out of an available service area, communication with that Product will be unavailable until it returns to the available service area. Other environmental issues including, but not limited to service interruptions, poor coverage areas, network congestion, roaming and other wireless access issues may affect Product performance. Global Positioning System ("GPS") is a satellite based positioning technology providing expansive coverage throughout the world. However, the GPS antenna in a Product must have a radio frequency link to the GPS satellites. If such radio frequency link is impaired, the Product may be unable to correctly recognize its location. Products have many complex elements and are not guaranteed against eavesdroppers, hackers, service attacks, viruses or interception. Buyer agrees to inform all users of Products, that CTS shall not be liable for any lack of privacy or security resulting from use of the Products. Products are based on cellular technology which may become obsolete in the future as a result of changes in wireless technology or actions by telecom regulators with respect to cellular technology in mapping applications. In such event, CTS shall have no obligation to issue a refund or furnish replacement Product. Further, CTS shall incur no liability arising from a lack of network capacity of the Product which results from concentrations of usage in certain locations.



9. RESOLVING DISPUTES.

a) We will first try to resolve any Claim informally. To initiate a Claim, you must send notice by registered mail to the address at the beginning of these Terms. If NorthSat initiates a Claim, we will send our notice to the service address on file with us.

b) Except as noted herein or where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) not resolved informally and arising out of or relating to: (a) these Terms; (b) oral or written statements, advertisements or promotions relating to these Terms (d) the relationships which result from these Terms (including relationships with third parties who are not signatories to these Terms) (collectively the "Claim"), will be referred to and determined by arbitration (to the exclusion of the courts), to be conducted in accordance with terms of the *Arbitration Act*, RSA 2000 c. A-43. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim.

c) Notwithstanding the foregoing, any:

(i) dispute over the validity of either party's intellectual property rights or our licenses to operate our business; and

(ii) Claim based on Section 1(b) above; may be decided only by a court of competent jurisdiction. Nothing in these Terms shall affect our ability to terminate your subscription for non-payment of amounts owed to us when due. Furthermore, nothing in these Terms will prevent us from bringing an action in a court of competent jurisdiction in order to collect any unpaid amounts.

10. MISCELLANEOUS.

a) Notices to you will be deemed given when deposited in the mail or when sent by e-mail. Notices may be included in statements or other communications to you. We may also provide notice to you by telephone, which will be deemed given when a message is left with you, someone answering the telephone at your residence or on an answering machine or voice mail system at your phone number on record with us. Your notices to us will be deemed given when we receive them at the address (regular or e-mail) or telephone number set forth at the beginning of these Terms.

b) The interpretation and enforcement of these Terms shall be governed by the laws of Province of Alberta and the federal laws applicable therein. These Terms are subject to modification if required by such laws.

c) We may assign your account and all rights and/or obligations hereunder to any third party without notice for any purpose, including, without limitation, collection of unpaid amounts, in the event of an acquisition, corporate reorganization, merger or sale of substantially all of our assets to another entity. You hereby consent to such assignment. You must continue making all required payments to us in accordance with your billing statement, unless notified otherwise.

d) These Terms make up our entire agreement relating to your Subscription. No salesperson or other representative is authorized to change it for you, although NorthSat may modify it without prior notice to you (see Section 2). If any provision is declared by a competent authority to be invalid, that provision will be deleted or modified to the extent necessary, and the rest of these Terms will remain enforceable. Any specific Terms that expressly or by their nature survive termination shall continue thereafter until fully performed.



SCHEDULE "E"

CUSTOMER TERMS mandated by Wireless Provider

1. **Customer** acknowledges that the services provided to **Titan Innovations** by the underlying carrier are made available only when the **Customer** Equipment is in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the underlying carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the underlying carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to **Titan Innovations** by the underlying carrier. Individual data transmissions may be involuntarily delayed for a variety of reasons, including atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations.

Section 1.1

2. **Customer** acknowledges that: (i) it is possible for third parties to monitor data traffic over the facilities of the underlying carrier and privacy cannot be guaranteed; (ii) if **Customer** desires to secure transmission of data, **Customer** must provide for its own means of doing so; and (iii) **Customer** assume full responsibility for the establishment of appropriate security measures to control access to its own respective equipment and information.
3. **Customer** HAS NO PROPERTY RIGHT IN ANY IDENTIFIER ISSUED TO OR **ASSOCIATED** WITH CUSTOMER OR ANY EQUIPMENT USED BY CUSTOMER.
4. **Customer** EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER AND THAT **Customer** IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN **Titan Innovations** AND THE **UNDERLYING** CARRIER. IN ADDITION, **Customer** EXPRESSLY UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO **Customer**, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.



5. **Customer** SHALL INDEMNIFY AND HOLD HARMLESS THE UNDERLYING CARRIER SUPPLYING SERVICES TO **Titan Innovations**, AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OF COPYRIGHT, OR PERSONAL INJURY OR DEATH, ARISING IN ANY WAY DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS AGREEMENT OR THE USE, MISUSE, FAILURE TO USE, OR INABILITY TO USE THE EQUIPMENT. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. Unless **Customer** provides express consent or disclosure is pursuant to a legal power, all information kept by **Titan Innovations** regarding the **Customer**, other than the **Customer's** name, address and listed telephone number, is confidential and may not be disclosed by **Titan Innovations** to anyone other than:
 - (i) the **Customer**;
 - (ii) a person who, in the reasonable judgement of **Titan Innovations**, is seeking the information as an agent of the **Customer**;
 - (iii) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
 - (iv) a company involved in supplying the **Customer** with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
 - (v) an agent retained by the **Titan Innovations** in the collection of **Customer's** account, provided the information is required for and is to be used only for that purpose.

Express consent may be taken to be given by a **Customer** where the **Customer** provides:

- (i) written consent;
- (ii) oral confirmation verified by an independent third party;
- (iii) electronic confirmation through the use of a toll-free number;
- (iv) electronic confirmation via the Internet;
- (v) oral consent, where an audio recording of the consent is retained by **Titan Innovations**; or
- (vi) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.



7. Limits on Liability for Emergency Services Provided on a Mandatory Basis

This subsection applies only to the provision of emergency services on a mandatory basis.

In respect of the provision of emergency services on a mandatory basis, **Titan Innovations** is not liable for:

- (a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over **Titan Innovations** network from **Customer's** property or premises or recorded by **Customer's** equipment or **Titan Innovations** equipment;
 - (i) damages arising out of **Customer's** act, default, neglect or omission in the use or operation of equipment provided by **Titan Innovations**;
 - (ii) damages arising out of the transmission of material or messages over **Rogers Wireless's** network on **Customer's** behalf which is in any way unlawful; or
 - (iii) any act, omission or negligence of other companies or telecommunications systems when their facilities are used in establishing connections to or from **Customer's** facilities and equipment.
- (b) Furthermore, except in cases where negligence on **Titan Innovations** part results in physical injury, death or damage to **Customer's** property or premises, **Titan Innovations** liability for negligence related to the provision of emergency services on a mandatory basis is limited to the greater of \$20 and three times the amount (if any) **Titan Innovations** would otherwise be entitled to receive as a refund for the provision of defective service under this agreement. However, **Titan Innovations** liability is not limited by this subsection in cases of deliberate fault, gross negligence or anti competitive conduct on **Titan Innovations** part or in cases of breach of contract where the breach results from **Titan Innovations** gross negligence.

8. **Customer** HEREBY ACKNOWLEDGES THAT **Titan Innovations** IS ACTING AS AGENT TO **THE** UNDERLYING CARRIER SUPPLYING SERVICES TO **Titan Innovations** FOR THE LIMITED PURPOSE OF SECURING PERFORMANCE OF THE FOREGOING PROVISIONS.

Section 1.2

9. THE UNDERLYING CARRIER'S SERVICES DO NOT INCLUDE ANY VOICE SERVICES.



Section 1.3

10. THE SIM SUPPLIED WITH THE EQUIPMENT MAY ONLY BE USED IN SUCH EQUIPMENT AND IN NO OTHER WIRELESS DEVICE.

Section 1.4

11. ROAMING CUSTOMERS MAY ONLY ROAM INCIDENTALLY TO THEIR USE OF THE SERVICES IN CANADA

Section 1.5

Titan Innovations may, at its option, include such other provisions or modify the foregoing provisions to apply to Titan Innovations as well as to Rogers, so long as such additions or modifications do not mitigate the effect of the foregoing.

Rogers may change, modify or amend this Schedule "E" at any time upon providing Titan Innovations with a prior written notice of thirty (30) days.