



AIRTIME

- 1.1 In conjunction with the desire of the Customer to implement a Titan Tracking System the Customer agrees to purchase from North Sat and North Sat agrees to supply airtime services at the following rates stated above.
- 1.2 The Customer agrees to pay all fees and charges specified, including but not limited to, applicable charges in advance of or on the established due dates and to pay late payment charges at the rate stipulated, as same may be amended from time to time, on any overdue amounts. North Sat may at any time upon 30 days notice to the Customer, modify, alter, increase, decrease or otherwise change its stipulated rates. Acceptance of late or partial payments shall not waive any of NorthSat's rights to collect the full amount due under this agreement. Fees included but not limited to Airtime Data Transfer Fees, Routing Service Fees, Interest Fees, Reactivation Fees and Roaming Fees. The Customer shall continue to be liable for the payment of fees and charges specified by North Sat notwithstanding that service to any Titan Tracking System utilized by the Customer is interrupted by any reason whatsoever, provided however that if the interruption in service is due to some malfunction of the Titan Tracking device, whether caused by a defect in the system or otherwise, the obligation of the Customer to pay fees is suspended from the time the device is returned by the Customer to a Titan Tracking System authorized location for repair and return. Any suspension in fees will be terminated upon return of the device by a Titan Tracking System Dealer to the Customer. In the event of a term contract, payment shall be made in full in installments as selected on the activation form.
- 1.3 In the event of a term contract, the property in the equipment shall not pass to the Customer until each and every installment has been made in full. The Customer grants to NorthSat and Titan Innovations a purchase money security interest in the equipment until the equipment is paid for in full.
- 1.4 The Customer agrees that the equipment may not be resold or transferred to any other individual firm or corporation, without the expressed consent of CTS. CTS may require as a condition of transfer that any amount then due and owing on account of the purchase of the equipment be paid in full. If possession of the equipment is given to anyone by the Customer without the consent of CTS, CTS may require the Customer to immediately pay in full any amount outstanding on the purchase of the equipment.
- 1.5 North Sat will bill the Customer for the services provided to the Customer in accordance with this agreement. Monthly and all monthly recurring costs may be prorated. North Sat may bill the Customer up to one year from the date particular charges were incurred. The Customer agrees to pay North Sat all amounts set forth in each invoice by the applicable due date (collectively, the "charges") including, without limitation:
- a) The cost of all local and long distance calls, character and data usage charges, and charges for messages and other services made or sent from or received on the devices including any charges relating to access to the services of other telephone companies and telecommunication carriers;
 - b) The monthly system access fees, as same may be amended from time to time;
 - c) Fees for roaming provided in those areas served by other wireless mobile operators with whom North Sat has roaming arrangements;
 - d) All applicable taxes and similar charges relating to the foregoing, as same may be amended from time to time.
- 1.6 North Sat may require a deposit from the Customer at any time. Any deposit will be credited to the Customer's account after at least twelve (12) consecutive months in good standing on all of the Customer's accounts with North Sat. The Customer will not earn any interest on any deposits held by North Sat. If this agreement is cancelled, North Sat will apply the deposit against the outstanding balance on the Customer's account. North Sat can at any time request immediate payment the Customer's entire account.



ACTIVATION FORM



Customer Name: _____ Street Address: _____

City: _____ Province: _____ Postal Code: _____

Phone/Cell: _____ Email: _____

Titan SID/ESN #: _____ Vehicle Make: _____ Vehicle Model: _____

Vehicle Unit #: _____ Vehicle Colour: _____ Vehicle LIC Plate#: _____

Dealer Name: _____ Dealer Phone: _____

Dealer Fax: _____ Dealer Contact Name: _____

CREDIT CARD INFORMATION

Name on Card: _____ Card Type: VISA Mastercard

Card Number: _____ Expiration Date: _____

PLEASE NOTE THAT THE DEVICE ACTIVATION CAN TAKE UP TO 24 HOURS

**Please Fax Activation Sheet to 780- 391-3801
Monday to Friday 8:00AM to 6:00PM MST
To Contact the Activation Team: 780-391-3800**

CREDIT CARD HOLDER – PLEASE READ AND SIGN

After carefully reviewing the TT8000 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 Seventy Five Dollar (\$75) activation fee billed on your initial payment. All transactions will be competed and are quoted in Can 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. There is a minimum one month notice needed to discontinue service. Any units deactivated can not be reactivated again.

Please Select a Plan:

“TrueSat” THEFT PLANS

- TrueSat Theft \$49.95 per month
- TrueSat Theft Pro \$59.95 per month

“TrueSat” FLEET MANAGEMENT PLANS

- TrueSat Fleet Replay \$69.95 per month
- TrueSat Fleet Replay Pro \$89.95 per month

12KB of Iridium Data Included: Theft, Theft Pro & Fleet Replay
 20KB of Iridium Data Included: Fleet Replay Pro
 Iridium Overage Data Fees: \$2.80/KB

Please see www.TitanTrackingSystems.ca for plan details

Signature: _____ Date: _____

By reading and signing my name on this document, I agree to the attached Terms / Conditions doc and authorize NorthSat to activate my Titan TT8000 device above. I also authorize NorthSat to use the above credit card information knowing that it is rightful and legal to do so for the airtime, activation and hardware.

(For Internal Use Only)

Activation Date: _____ Device Phone Number: _____

Login Name: _____ Device Plan Reconfigured “Over the Air”: _____

Password: _____





- a) The cost of all local and long distance calls, character and data usage charges, and charges for messages and other services made or sent from or received on the devices including any charges relating to access to the services of other telephone companies and telecommunication carriers;
 - b) The monthly system access fees, as same may be amended from time to time;
 - c) Fees for roaming provided in those areas served by other wireless mobile operators with whom North Sat has roaming arrangements;
 - d) All applicable taxes and similar charges relating to the foregoing, as same may be amended from time to time.
 - e) At the time of activation a refundable prepayment security deposit equal to one month's airtime will be charged by NorthSat Distribution.
 - f) The user must provide NorthSat a minimum one month notice needed to discontinue service.
 - g) Any units deactivated can not be reactivated again.
- 1.7 The Customer acknowledges that the airtime services will ultimately be supplied by one or more of the North Sat's suppliers included but not limited to GSM/GPRS Cellular, Iridium Satellite LLC, Globalstar Inc. USA. Notwithstanding the foregoing, North Sat may from time to time in its sole discretion, add, substitute, or delete any supplier in place at the time of the execution of this agreement. The Customer acknowledges and agrees that records provided to North Sat concerning billing for the Customer's use of airtime are paramount and payment will be based on those records.
- 1.8 North Sat may cancel or suspend any or all of the services without notice if (a) the Customer does not pay any amount owing to North Sat when due; (b) the Customer does not provide or maintain a deposit as required by this agreement; (c) the Customer does not maintain services usage within the prescribed credit limit; (d) the Customer does not follow this agreement; (e) the Customer gives North Sat false or misleading information; (f) the Customer uses the services or services by other customers; or (g) the Customer fraudulently or improperly seeks to avoid payment to North Sat.
- 1.9 If North Sat suspends or terminates the services for non-payment or excessive balance, including unbilled usage and pending charges, fees and adjustment, North Sat shall have the right to charge the Customer a fee for reactivation or restoral of services. Reactivation of the services will result in a reactivation charge payable by the Customer as established by North Sat.
- 1.10 Payments for the services which are returned by banks or credit card companies for insufficient funds will result in a charge to the Customer of \$50.00 or such a higher amount as charged by the applicable bank(s) relating to such returned payment.
- 1.11 The Customer will only be given one over due payment notice. North Sat will cancel any mobile data terminals if over due payment reaches or exceeds 30 days. There will be a reactivation fee of \$39.00 for any units that are deactivated due to late payment or termination. North Sat is not liable for any loss of life, commerce, opportunity or any costs incurred due to a deactivation of mobile data terminal.
- 1.12 The Customer hereby authorizes North Sat to obtain information about the credit history of the Customer and acknowledges that North Sat may provide information to credit bureaus about the Customer's credit experience with North Sat.
- 1.13 The various monthly data plans offered are based on a forecasted number of monthly hours of travel time of the asset in conjunction with a forecasted number of stops / starts and heading changes. Should an asset use more than the forecasted amount of data, The Client will be charged an overage fee based on the type of monthly plan they have signed up for. The Client has the option of contacting Titan Innovation Head Office should they wish the reporting parameters to be changed. Cellular plans are based on a maximum of 400KB for the "Theft" and "Theft Pro" or 1000KB of data transfer for the "Fleet Recall" and "Fleet Recall Pro" plans. Overage fee of \$0.03 / KB / Asset / Month applies.



1.14 Any Devices that travel outside of Canada will incur Roaming Fees charges at a rate of \$0.02 / KB / Asset / Month

1.15 SMS Usage with the Device outside of Canada will incur a \$0.50 per SMS Charge.

II. LIMITS ON AVAILABILITY OF AIRTIME

2.1 The Customer acknowledges that airtime communications are subject to transmission limitations caused by atmospheric or topographical conditions or equipment failures beyond the reasonable control of North Sat and may be temporarily refused, interrupted, or curtailed due to government regulations or orders, system capacity limitations or equipment modifications, upgrades, reallocations, repairs, maintenance and similar activities necessary for the proper operation of the services.

2.2 North Sat shall have the right to suspend all or part of the services or access to the services immediately if North Sat reasonably suspect or determines that there is a malfunction, abuse, incorrect configuration or use of the devices on the Customer's system (as defined below).

2.3 The Customer agrees that, to maintain or improve service, for other business reasons, North Sat may at its sole discretion modify or temporarily restrict or suspend all or part of the services without notice.

2.4 The Customer will not use airtime for an illegal purpose, including but not limited to, violating the law, making annoying or offensive calls or messages, or interfering with other users.

III. OBLIGATIONS OF THE CUSTOMER

3.1 The Customer will not reproduce, change or tamper with the identifiers on the devices or to allow anyone else to do so. For the purpose of this agreement "identifier" means the applicable electronic serial number (ESN), mobile identification number (MIN), International mobile equipment identity (IMEI) number, International mobile subscriber identity (IMSI) number and/or the Subscriber Identity module (SIM) number, as the case may be.

3.2 The Customer and its end users do not own and shall have no property right in any device identifiers or the phone numbers and/or Internet Protocol (IP) addresses assigned to the Customer and its end users in connection with the services and North Sat may change such phone numbers, IP addresses and device identifiers at such time or times as North Sat, in its sole discretion, considers necessary without any liability. North Sat does not assume liability for any risks associated with the change of phone numbers, IP addresses or device identifiers. The Customer acknowledges and agrees that dynamic IP addresses may be used with respect to the devices which IP addresses shall change whenever a device is disconnected from and then reconnected to the North Sat system.

As between North Sat and the customer, Customer shall have total responsibility for its purchase and/or use of any applications, software, content, data query functions and other services produced, manufactured or performed by third parties for installation on the devices and/or for use in connection with the services together with any maintenance and support thereto (collectively, "Third Party Service"), whether offered by such third parties, North Sat or a separate third party. Their parties acknowledge that in certain instances where third party services are offered, directly or indirectly, by North Sat may invoice customer with respect to such third party services.

3.3 The Customer acknowledges and agrees that there is some content accessible through the services that may be offensive to the Customer or an end user, or that may not be in compliance with applicable law. North Sat assumes no responsibility for and exercises no control over the content contained accessible through the services. The Customer agrees that all content that the Customer and end users access using the services is accessed and used by the Customer and end users at their own risk, and that North Sat will not be liable for any claims, losses, action, damages, suites or proceedings arising out of or otherwise relating to the Customer's and/or end users access to such content.



3.4 The Customer shall not:

- a) Invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable unlawfully promote or incite hatred; or post transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
- b) Access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without knowledge and consent of such person, nor use any tools designed to facilitate such access, such as "packet sniffer's";
- c) Upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holders;
- d) Interfere with computer networking or telecommunications service to or from and internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host;
- e) Port scan any computer or any other person, without the knowledge and consent of such person, nor use any tools designed to facilitate such scans.

IV. PRIVACY

4.1 Unless the Customer provides express consent or disclosure is pursuant to a legal power, all information regarding the Customer kept by North Sat other than Customer's name, address and listed telephone number is confidential and may not be disclosed by North Sat to anyone other than:

- i) Customer;
- ii) A person who, in North Sat's reasonable judgment, is seeking the information Customer's agent;
- iii) 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;
- iv) A law enforcement agency whenever North Sat has reasonable grounds to believe that the Customer has knowingly supplied North Sat misleading information or are otherwise involved in unlawful activities directed against North Sat;
- v) A public authority or agent of a public authority, if in North Sat's reasonable judgment, it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.

Express content may be taken to be given by the Customer where the Customer provides:

- i) Written consent;
- ii) Oral confirmation by an independent third party;
- iii) Electronic confirmation through the use of a toll-free number; or
- iv) Electronic confirmation via the internet.



4.2 North Sat has no obligation to monitor content or Customer's end users' use of North Sat's network. However, the Customer agrees that North Sat has the right to monitor and investigate content and Customer's and end users' use of North Sat's equipment from time to time and to (i) disclose any information as necessary to; satisfy any law, regulation or other governmental request or to assist in the pursuit of any legal action against the Customer's or end users; (ii) ensure or enforce compliance with this agreement; or (iii) protect North Sat.

V. **LIMITS ON LIABILITY**

5.1 The Customer shall defend and indemnify North Sat, its parents, successors, affiliates and agents from any claims, damages, losses or excessive balance, including unbilled usages and pending charges, fees and adjustments in connection with all claims, suits, judgments, and causes of action (i) for infringement of patents or other proprietary rights arising from combining with or using any device, system or service in connection with the equipment; (ii) for libel, slander, defamation or infringement of copyright or other proprietary right with respect to material transmitted by customer over the North Sat facilities; or (iii) injury, death or property damage arising in connections with the presence, use or non-use of the equipment or software.

5.2 (a) NORTH SAT, IT'S DIRECTORS, OFFICERS, CONTRACTORS OR AGENTS SHALL NOT BE LIABLE TO THE CUSTOMER, ANY END USER OR ANY OTHER PERSON FOR (I) ANY DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF DATA, LOSSES RESULTING FROM THIRD PARTY'S UNAUTHORIZED ACCESS TO DATA, LOSS OF PROFIT, LOSS OF EARNINGS, FINANCIAL LOSS, LOSS OF BUSINESS OPPORTUNITY, PERSONAL INJURY, DEATH OR ANY OTHER DAMAGE OR LOSS HOWEVER CAUSED, RESULTING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE TERMS AND CONDITIONS HEREIN AND THE EQUIPMENT OR SOFTWARE REFERRED TO HEREIN; (II) DEFAMATION OR COPYRIGHT INFRINGEMENT THAT RESULTS FROM MATERIAL TRANSMITTED OR RECEIVED OVER THE NORTH SAT FACILITIES; (III) INFRINGEMENTS OF PATENTS ARISING FROM COMBINING OR USING CUSTOMER'S OWN FACILITIES WITH THE EQUIPMENT OR SOFTWARE; (IV) ANY ACT OR OMISSION OF NORTH SAT, ITS EMPLOYEES, OR AGENTS WHICH WOULD OTHERWISE BE A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER DOCTRINE OF LAW.

(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING THE CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR (I) DATA TRANSFERS OCCURRING AS A RESULT OF ANY LOST OR THEFT OF EQUIPMENT IN THE CUSTOMER'S POSSESSION; (II) ANY LOSS DUE TO ANY LIMITATION ON EVENT PARAMETERS OR ANY SETTING, MODIFICATION, REVISION OR ALTERATION OF ANY EVENT PARAMETERS;

5.3 The North Sat System does not connect or respond to emergency 911, emergency 211, or other emergency or distress calling systems. Such calls cannot be made this System.

5.4 The Customer acknowledges that North Sat is not responsible for the content, availability, delivery, or accuracy of any information, email, data, files, pictures, or content accessible or made available using the System. The Customer consents to North Sat's disclosure of the Customer information to government emergency service providers or law enforcement agencies where North Sat deems, in its sole discretion, that the disclosure is necessary to respond to a circumstance requiring immediate action.

5.5 The Customer acknowledges that North Sat makes no representation that it can provide uninterrupted communication services and that such services may be delayed or otherwise limited and is not available everywhere in the world.

5.6 North Sat shall not be liable for any loss of life, business expenses or opportunity loss incurred due to the failures of any of the products or services provided by North Sat.

5.7 North Sat shall not be liable for changes in services or technology used by GSM/GPRS Cellular, Iridium and Globalstar;

5.8 North Sat shall not be liable for other carriers, equipment failures or modifications, act of god, strikes, government action, or other causes beyond North Sat's reasonable Control.



5.9 North Sat shall not be liable for and makes no representations that its products or services can prevent theft for and mobile or fixed assets.

IV. **TERMINATION & Early Contract Termination**

6.1 Notwithstanding any other provision herein, the agreement may be terminated immediately and at any time by North Sat:

a) Without any liability to the Customer whatsoever, if any charges in any applicable law, regulation, requirement, rule, ruling, guideline, policy or directive prohibits or adversely affects North Sat's ability to provide the services or to fulfill its obligations hereunder, or if a notice from a government agency or department indicates North Sat is not permitted to provide any portion or all of the services to be provided

b) Immediately and without notice if the Customer fails to pay any amount due;

c) Without any liability to the Customer whatsoever, if the Customer materially breaches a term of this agreement and fails to cure such breach within ten (10) days after receipt by the Customer of written notice of such breach;

d) Without any liability to the Customer whatsoever, if North Sat decides to cease offering the services; or

e) Without any liability to the Customer whatsoever, if proceedings are commenced for the liquidation, dissolution, winding-up or suspension of operations of the Customer; or

f) Without any liability to the Customer whatsoever, if the Customer becomes bankrupt or insolvent, makes any assignment for the benefit of creditors makes any proposal under applicable bankruptcy legislation, seeks relief under any bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, contacts to or acquiesces in the appointment of a trustee, receiver or other person with similar powers over itself or all or substantially all of its assets or commences any proceeding seeking reorganization or arrangement or consents to or acquiesces in such proceedings; or

g) Upon sixty (60) days notice for any reason whatsoever.

6.2 Cancellation Fee: If you cancel your Subscription prior to the end of the term contract length selected on the activation, there is a prorated \$65 charge per year remaining on the contract.

6.3 If, for any reason, the Customer defaults in payment of any amount due to North Sat or otherwise elects to no longer use the airtime to be provided hereunder, the Customer shall pay to North Sat forthwith the amount otherwise payable to the end of the term of this Agreement.

6.4 The Customer shall pay all costs incurred by North Sat including, reasonable legal fees, to enforce this Agreement or any part thereof.

6.5 In the event that the Customer makes default on any payment due under this Agreement or under any Agreement with North Sat or in any other fashion discontinues the use of the equipment prior to the end of the service agreement period, the Customer shall pay forthwith all amount which would have been payable to the end of the term of this Agreement.

6.6 In the event payment of the amount payable pursuant to Clause 6.1 hereof is not paid, North Sat Distributions, Certified Tracking Solutions or Titan Innovations shall have the right to repossess the equipment provided to the Customer hereunder. The Customer authorizes North Sat Distributions, Certified Tracking Solutions or Titan Innovation to enter any vehicle owned or controlled by the Customer to retake the equipment, and the Customer shall be responsible for all costs incurred by North Sat Distributions in enforcing any part of this Agreement.

6.7 Until all amounts payable hereunder are paid, the Customer has no property in any of the equipment.

6.8 The Customer acknowledges that this Agreement will be assigned to North Sat Distributions. Hereafter the obligations and duties of the Customer shall be to North Sat Distributions who shall be entitled to enforce any part of this Agreement. The Customer shall pay any costs incurred, including legal fees to enforce this Agreement.



VII. **NOTICES**

7.1 All notices given under this agreement shall be in writing and shall be deemed to have been duly delivered, effective upon receipt if faxed or hand delivered, or effective three business days after being deposited, postage prepaid, return receipt requested, in the mail and sent to the following addresses or facsimile numbers:

If to the Customer at the address or facsimile number set forth at the top of this agreement.

If to North Sat at: 9641 82 Ave
Edmonton, AB
T6C 0Z9

Any party may at any time give notice in writing to the other party of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder.

VIII. **GENERAL TERMS**

8.1 This agreement constitutes the entire understanding between the parties with such respect to the subject matter of this agreement and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied, affecting this instrument which are not expressly set forth herein.

8.2 This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

8.3 Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default.

8.4 If a provision of this agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire agreement, but rather the entire agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

8.5 The parties hereto have required that this agreement and all documents or notices resulting there from or ancillary thereto be drawn up in the English language.

8.6 In no event shall either party have any liability for failure to comply with this agreement, if such failure results from the occurrence of any contingency beyond reasonable control of the party including, without limitation, strike, or other labor disturbance, riot, theft, flood, lightning, storm, any act of god, power failure, war national emergency, interference by any government or governmental agency, embargo, seizure, or enactment of any law, statute, ordinance, rule or regulation.

8.7 Except as otherwise specifically stated in this agreement the provisions of this agreement are for the benefit of the parties hereto and not for any other person.

8.8 The terms and conditions of any order form, purchase order or invoice shall incorporate only the terms and conditions of this agreement and the terms and conditions contained in this agreement shall superseded any conflicting terms and conditions contained in any such order form, purchase order or invoice.

8.9 The headings of all articles or sections herein are inserted for convenience or reference only and shall not affect the construction or interpretation hereof. Except where the context otherwise indicates, words importing the masculine gender shall include the feminine gender.

8.10 This agreement shall be binding on the parties and their respective legal successors and permitted assigns.