

### 1. This Agreement:

CP Electronics ltd (a division of Thomas Communications ltd) agrees to provide you with wireless data services (the "service") within the CP Electronics coverage area on these terms and conditions. In these service terms, (I) "you" and "your" means the person accepting billing and payment responsibility for the service; and (ii) "Radio" means all equipment used in connection with the service. We will not have a binding agreement until CP Electronics has activated your radio on the service.

### 2. Charges and Payment:

All service use and access fees and other charges, including taxes, are due and payable as specified by CP Electronics on invoices to you or the person or company paying the bill or as otherwise arranged with you by CP Electronics. Charges will be deemed to be correct if not disputed by you within thirty (30) days of the invoice date. Your service use, access fees and other charges will continue until the service is terminated. If your radio is lost, stolen or damaged, you must pay all monthly and other charges for the use of the service up to the time that CP Electronics is properly notified. All amounts not paid by the due date are overdue and you must also pay a late payment charge of 2% per month (26.82% per annum) on all overdue amounts. Any credit balance less than or equal to \$5 at the time of cancellation of your CP Electronics account will not be refunded to you. A returned payment administration fee will be charged on your next invoice for any payments not honored by a financial institution or credit card company. Where data is measured in megabytes, the megabyte count will include both protocol headers and user data.

### 3. Deposit:

Under certain circumstances, CP Electronics may require a security deposit from you. If a deposit is required and your CP Electronics account is kept current for the required time, CP Electronics will return the deposit to you by applying the deposited amount to your CP Electronics account. Otherwise, CP Electronics will refund the deposit to you upon cancellation of CP Electronics account, retaining only the amount then owed by you.

#### 4. Use of the service:

You will use the service in compliance with law and with service rules adopted by CP Electronics from time to time. You will not resell the service to any other person. You will not abuse any flat rate or unlimited use service plan offered by CP Electronics. You will not use the service to operate an e-mail, web, news or other similar server service. You will not use the service to transmit or send any annoying, inappropriate, improper, excessive, threatening or obscene material or to otherwise harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity. You will not engage in any activity that could compromise the security of or disrupt or interfere with the service or any network or computers on the Internet or disrupt or interfere with the services of any Internet access provider. You will use only authorized equipment on the service. You will not (and will not permit anyone other than a CP Electronics authorized person to reproduce, alter, adjust, repair or tamper with any signaling, identification (including the MIN, ESN, IMEI, IMSI, and other numbers) or transmission function or component of any radio used on the service. The service will use certain network and other facilities. The area in which CP Electronics provides the service may be enlarged or reduced in scope from time to time in CP Electronics sole discretion. You agree that, to maintain or improve the service, or for other business reasons, CP Electronics can in its sole discretion, suspend, restrict, modify or terminate all or any part of the service or make changes to the network and other facilities without notice to you.

#### 5. No warranties:

The service is provided on an "as is" and "as available" basis. Your use of the service is at your sole risk. CP Electronics does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through CP Electronics network or the networks of other companies or in respect of the Internet. The service may fail or be interrupted for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond CP Electronics reasonable control. CP Electronics disclaims all warranties and conditions (express, implied or statutory) relating to the service and/or any equipment.

#### 6. Limitation of Liability:

CP Electronics will not be liable to you or any other person for any damages (direct, indirect, consequential or other, including physical injury, death or damage to your property or premises), expenses, loss of profits, loss of earnings, loss of business opportunities, loss of data, or other similar loss, arising out of or in connection with the provision, use or failure of the service, or any equipment used with the service, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise. Notwithstanding the foregoing, the liability of CP Electronics for damages caused by negligence on the part of CP Electronics in the provision of mandatory emergency services, except in cases where such negligence results in physical injury, death or damage to your property or premises, or where such damages are caused by the deliberate fault, gross negligence or anti-competitive behavior of CP Electronics, is limited to \$20. CP Electronics shall not be responsible for (a) libel, slander, defamation or the infringement of copyright arising from material or messages transmitted over the telecommunications network of CP Electronics or recorded on the equipment of CP Electronics; (b) damages arising out of your act, default, neglect or omission in the use or operation of equipment activated on the telecommunications network of CP Electronics; (c) damages arising out of the transmission of material or messages over the telecommunications network of CP Electronics on your behalf, which is in any way unlawful; or (d) any act, omission or negligence of other companies or telecommunications systems in relation to the provision of the service to you, when the facilities of such other companies or telecommunications systems are used in establishing connections to or from facilities and equipment controlled by you; except in cases of deliberate fault, gross negligence or anti-competitive behavior by CP Electronics in the provision of mandatory emergency service to you.

#### 7. Indemnity:

You will indemnify CP Electronics from all losses, expenses and all manner of actions, claims and judgments sustained by or made against CP Electronics in connection with your use or misuse of the service, any equipment used with the service or violation of these terms and conditions.

#### 8. Numbers:

You do not own or have any property rights in any IP address, NEI, domain name, e-mail i.d. or other addresses assigned by CP Electronics to you. CP Electronics may, on at least 30 days notice, change any such numbers without liability.

9. Roaming:

When roaming outside of CP Electronics service area, you are responsible for all applicable charges, and are subject to the terms and conditions of service (including limitations of liability) imposed by the wireless service provider providing the roaming services.

10. Termination/Suspension of service:

Unless otherwise agreed, you may terminate your service at any time by requesting the deactivation of your radio. CP Electronics may suspend or terminate the service and this agreement at any time, without any notice or liability: if you fail to pay any amount when due (including any required deposit); if CP Electronics, in its sole discretion, considers you an unacceptable credit risk and you fail to provide a security deposit acceptable to CP Electronics; if you are in default under these terms and conditions or any other agreement between you and CP Electronics, a CP Electronics dealer or any assignee; or if CP Electronics reasonably apprehends the occurrence of any such events. Further, unless otherwise agreed, CP Electronics may terminate your service at any time by providing you with three (3) days' notice. If service is terminated you will remain liable for all accrued fees and charges.

11. Confidentiality and Privacy:

1. Unless you provide express consent or disclosure is pursuant to a legal power, all information kept by CP Electronics regarding you, other than your name and address, is confidential and may not be disclosed by CP Electronics to anyone other than:

-you or a person who in the reasonable judgment of CP Electronics is seeking the information as your agent;

-another telecommunications company or a person providing services to CP Electronics or another telecommunications company, but only if the information is to be used for the establishment of, or the efficient and cost effective provision of, telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose;

-a public authority or its agent if CP Electronics reasonably believes that there is imminent danger to life or property that could be avoided or minimized by disclosure of the information.

-a law enforcement agency if CP Electronics reasonably believes that you or anyone using your radio is engaged in fraudulent or unlawful activities against CP Electronics.

2. You agree that CP Electronics may continue to collect, use and disclose personal information about you. Those purposes are:

1. to establish and maintain a responsible commercial relationship with you and to provide ongoing service;

2. to understand your needs and preferences;

3. to develop, enhance, market or provide products and services;

4. to manage and develop our business and operation; and

5. to meet legal and regulatory requirements.

## 12. Monitoring:

CP Electronics has the right, but not the obligation, to monitor or log any CP Electronics Internet site or use of the service. You consent to any such monitoring and logging that is necessary to satisfy any law, regulation or other government request, or to enhance operating efficiencies, improve service levels, assess client satisfaction, or protect CP Electronics or its clients from unwanted use of certain services or applications. CP Electronics reserves the right to delete, remove or block access to any Internet capability, content, information or third party products or services available or transmitted through the service that CP Electronics, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.

## 13. Online Services:

You shall be responsible for maintaining the confidentiality of your CP Electronics account, (including all login names and passwords) and you are similarly responsible for all uses of your CP Electronics account whether or not such uses are actually authorized by you. CP Electronics may, in its sole discretion, alter, limit or delete any part of the online services at any time. Although CP Electronics may change the timing from time to time without notice, CP Electronics currently intends to delete: (i) items that are in your "Deleted Items" folder for more than seven (7) days; (ii) items that are in your "Sent Items" folder for more than thirty (30) days; and (iii) accounts to which you have not logged on for ninety (90) consecutive days. CP Electronics is merely providing access to online services that are maintained by third party providers of applications, services and content and CP Electronics is not responsible for any act or omission of those third party service providers.

## 14. Arbitration:

Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future -except for the collection from you of any amount by CP Electronics) arising out of or relating to: (a) this agreement; (b) the service; (c) oral or written statements, or advertisements or promotions relating to this agreement or to a product or service; or (d) the relationships which result from this agreement (including relationships with third parties who are not parties to this agreement), (each, a "Claim") will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. Should the parties after mediation in good faith fail to reach a settlement, the issue between them shall then be determined by private, confidential and binding arbitration by the same person originally chosen as mediator. Either party may commence court proceedings to enforce the arbitration result when an arbitration decision shall have been rendered and thirty (30) days have passed from the date of such decision. By so agreeing, you waive any right you may have to commence or participate in any class action against CP Electronics related to any Claim and, where applicable, you hereby agree

to opt out of any class proceeding against CP Electronics otherwise commenced. If we have a Claim we will give you notice to mediate/arbitrate at your last known address of record. Mediation and arbitration of Claims will be conducted in such forum and pursuant to such rules as you and we agree upon, and failing agreement will be conducted by one mediator-arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which you reside that are in effect on the date of the notice to mediate and arbitrate.

15. General:

These terms and conditions shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada. You must not assign this agreement without CP Electronics written consent in advance. If you are a business, corporation or other entity, then you and the individual user of the service shall be jointly responsible for all obligations in these terms and conditions, individually and together. If any part of this agreement is void, prohibited or unenforceable, the agreement shall be construed as if such part had never been part of the agreement. This agreement shall ensure to the benefit of and bind the successors, assigns and personal representatives of you and CP Electronics.

16. Changes:

These service terms (including any rates and charges) may be changed unilaterally by CP Electronics from time to time without notice to you, and such changes shall become effective once you use the service after such seven (7) day period (which use shall be deemed conclusively to indicate acceptance of such changes).

17. Legal name:

Thomas Communications Ltd.  
O/A CP Electronics