



## TELECOMMUNICATIONS LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated May 1st, 2008

Licensee Address and Contact Information:	Licensor Address and Contact Information:
Atria Networks LP <i>Formerly Telecom Ottawa Limited</i> 100 Maple Grove Road Ottawa, ON K2V 1B8	MLP Management Limited Partnership 90 Sparks Street Ottawa, ON K1P 5B4
Attn: Access Coordinator, Contract Management	Attn: Senior Director, Office Properties
Tel: (613) 225-4631 Fax: (613) 225-0636	Tel: 613-238-9500 x 221 Fax:

### DEFINITIONS

In this agreement the following definitions apply:

**"Building Risers"**: means the electrical, mechanical or communications spaces or other pathways in the Building.

**"Communications Equipment"**: means the communications equipment of the Licensee and its affiliates including without limitation, cabinets, cabling, racks, service distribution box, electronic equipment and other similar equipment, as more particularly described in the attached Schedule C.

**"Communications Spaces"**: the telecommunications pathways

**"Connecting Equipment"**: means the cables, conduits, inner ducts, and connecting hardware of the Licensee that is connected to the Communications Equipment, as more particularly described in the attached Schedule D.

**"Equipment Room"**: means a room or area (often referred to as a point of presence room) which the Licensor shall provide to the Licensee for the purposes of installing the Licensee's Equipment.

**"Entrance Cable"**: the Cable installed or to be installed by the Licensee that connects the Licensee's telecommunications network from the property line of the Land to the Communications Equipment.

**"Entrance Link"**: means the core sleeve penetration through the foundation of the Building.

**"Licensed Area"**: the location of the area or areas in which the Communications Equipment, Connecting Equipment and Equipment Room are located in the Building and on the property legally described in the attached Schedule "A" ("the Property").

**"Licensee's Equipment"**: means, collectively the Communications Equipment and the Connecting Equipment.

TELECOMMUNICATIONS LICENSE AGREEMENT

This Telecommunications License Agreement is between **MLP Management Limited Partnership** ("Licensor") and **Atria Networks LP** ("Licensee").

WHEREAS The Licensee wishes to gain access to the property located at **1339 Baseline Rd., Tower 6, Ottawa, ON** ("the Building"), owned by the Licensor for the purpose of installing and operating equipment to provide telecommunications services and facilities to the tenants and occupants of the Building

AND WHEREAS the Licensor grants to the Licensee for the Term, this non-exclusive license, subject to the following terms and conditions:

1. Grant
  - (a) to install, operate, maintain, repair, improve, replace and remove at the Licensee's sole expense and risk , the Connecting Cable, Connecting Equipment and Communications Equipment; together with the right to use the Entrance Link and Communication Spaces; to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers, as required by the Licensee's customers in the Building.
  - (b) to access the Licensed Area twenty-four (24) hours a days, seven (7) days a week for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment subject to the terms of this Agreement and in accordance with the Licensor's standard rules and reasonable security requirements, as set out in Schedule B.
  - (c) to use the Equipment Room and Licensed Area for the purpose of providing telecommunications services to the customers in the Building.
  - (d) Installation requirements may include:
    - i) 4' X 4' wall space ( 3' - 0' minimum from finished floor ) to place wall mount patch panel / cabinet
    - ii) 120 VAC / 15 amp circuit with 4 outlets installed in the panel by a qualified electrician (this cost will be born by Telecom Ottawa).
2. The Licensee shall pay to the Licensor an annual License Fee in the amount of **Six Hundred and Sixty dollars** (\$660.00) plus GST as applicable. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term.
3. The term of this Agreement, and the rights granted herein, shall be effective on **June 1, 2008** and shall continue for a period of three (3) years.

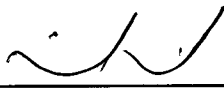
14. The Communications Equipment shall, at all times, remain the exclusive property of Licensee, notwithstanding it may be affixed to the Property. The Licensor shall not relocate, remove or otherwise interfere with the Communications Equipment without the prior written consent of Licensee.
15. This Agreement and the rights hereunder may not be transferred or assigned by the Licensee without the prior written consent of the Licensor, provided that the Licensee may assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor. This agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and assigns, heirs and personal representatives.
16. The Licensor acknowledges that the Licensee is under the jurisdiction of, and subject to regulation by the Canadian Radio Television and Telecommunications Commission (the "CRTC") and nothing in this Agreement will be construed so as to interfere with the right and obligation of the Licensee to comply with the applicable legislative and regulatory requirements of the CRTC.
17. This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. The License may not be amended or modified except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first set forth above.

**Atria Networks LP**

**MLP Management Limited Partnership**

By: 

By: 

Name: Claude Pothier

Name: Michael Ivanich

Title: Director, Engineering

Title: Property Manager

By: 

By: 

Name: JACQUES TAILLEFER

Name: Michel Gagne

Title: INT. GENERAL MANAGER

Title: Senior Director, Office Properties

I have authority to bind the limited partnership

I/We have authority to bind the corporation