



TELECOMMUNICATIONS LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated December 9, 2009

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| <p>Licensee Address and Contact Information:</p> <p>Atria Networks LP<br/>100 Maple Grove Rd.<br/>Ottawa, ON K2V 1B8</p> <p>Attn: Access Coordinator, Contract Management<br/>Tel: (613) 225-4631<br/>Fax: (613) 225-0636</p> | <p>Licensor Address and Contact Information:</p> <p>Francis Street Inc.<br/>156 Duncan Mill Road, Unit 12<br/>Toronto, Ontario, M3B 3N2</p> <p>Attn: Gary Maister<br/>Tel: 416-449-3535<br/>Fax: 416-449-9887</p> |
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DEFINITIONS

In this agreement the following definitions apply:

“Communications Equipment”: means the communications equipment of the Licensee including without limitation, patch panels, cabling, racks, service distribution box, electronic equipment and other similar equipment, as more particularly described in the attached Schedule C

“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.

“Licensee’s Equipment”: means, collectively the Communications Equipment and the Connecting Equipment. The Licensee’s Equipment must be clearly labeled by Licensee.

“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/Entrance Conduit”: means the core sleeve penetration through the foundation of the Building.

“Communications Spaces”: means the electrical, mechanical, communications spaces or other telecommunications pathways and conduits in the Building, including Building Risers

“Equipment Room”: means a room or area containing the Main Distribution Frame for the Building (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.

“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”).

SCHEDULE E

LICENSE FEE

The Licensee shall pay to the Licensor an annual License Fee in the amount of Nine Hundred Dollars (\$ \$900.00) plus GST. The License Fee shall be payable on the Commencement Date and on each anniversary thereof during the Term. Rent shall increase by 2% annually.

The Licensee shall pay GST as applicable on the annual License Fee, which GST shall be paid at the time the License Fee is payable. The Licensor's GST registration number is 84409 9754 RT0001

In addition to the annual License Fee, the Licensee shall pay the Licensor any costs reasonably incurred by the Licensor for providing additional services in connection with the Licensee's installation, maintenance or operation of the Licensee's Communications Equipment. Such costs may include fees for escorted access outside business hours. For clarity, such reasonable costs shall not include costs that would have been incurred by the Licensor in any event, cost that have been already incurred by the date of the execution of this Agreement, or fees in relation to a riser manager.

Licensee use Licensor's sub-floor conduit from Joseph Street to POP beneath loading dock (Blue line in drawings) will be provided at no charge to Licensee

SCHEDULE F

**TERM AND OPTION TO RENEW**

The term of this Agreement and the rights granted herein, shall be effective on **January 15, 2010** and shall continue for a period of ten (10) years.

Upon approval by the Licensor, the Licensee shall have the option to renew this Agreement for two (2) consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing three (3) months written notice to the Licensor of its intent to renew this Agreement, subject to the same terms and conditions.