

## **TELECOMMUNICATION AND BUILDING ACCESS LICENSE**

This License is made as of the 1<sup>st</sup> day of April, 2010.

Between:

### **KANATA RESEARCH PARK CORPORATION**

(the "Licensor")

- and -

### **ATRIA NETWORKS LP**

(the "Licensee")

#### **RECITALS:**

- A. The Licensor is the Owner of the Multi-Unit Dwelling Buildings located on the Lands in the City of Ottawa and more particularly described in Schedule "A" attached hereto;
- B. The Licensee advises the Licensor that the Licensee is authorized by those government bodies having jurisdiction to provide Licensee's Services in the Building under the conditions described herein; and
- C. The parties entered into an Access License Agreement dated December 8, 2004 (the "**Old Agreement**") and the parties have agreed to enter into this new form of agreement and to provide for an increase in the POP Space.

NOW THEREFORE in consideration of the mutual rights and obligations herein expressed, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

#### **1. Definitions**

In this License, the capitalized terms and phrases shall mean the following:

- 1.1 "**Affiliate**" means, as each term is defined in the *Canada Business Corporations Act*, as amended, collectively, an affiliate, subsidiary or associate which in the case of the Licensee, must be a LEC;

**36. Disclosure**

36.1 Both parties acknowledge that the terms and conditions of this License, including Fees, shall be made available on the website of the Licensee. The Licensee shall remove all end user information, wiring maps and building plans from the License that is posted to the website.

**37. Currency**


37.1 All amounts contained in this License are in Canadian dollars.

**38. New Telecommunication Building and Access Agreement**

38.1 The parties agree that upon execution of this agreement by both parties, the Old Agreement is terminated and is of no force and effect.


The parties hereto have executed this License as of the day and year first above written.


**KANATA RESEARCH PARK CORPORATION**

Per:   
Martin A. Vandewouw, President  
I have the authority to bind the Corporation.

**ATRIA NETWORKS LP**

By its general partner Birch Hill Telecom G.P. Corp.

Per:   
Name: Robert Corney  
Title: MANAGER Field Operations

Per:   
Name: P. DOOLING  
Title: CFO

I/We have the authority to bind the Corporation which has authority to bind the Partnership.

**Schedule "A"**  
**DESCRIPTION OF LANDS**

**411 Legget Drive, Ottawa**

PIN 04517-0863

Block 8, Plan 4M-1096, Ottawa

**Schedule "E"****TERM**

The term of this Agreement and the rights granted herein shall be for a term of one (1) year commencing December 1, 2009 to and including November 30, 2010 (the "**Term**"). The Term of this Agreement shall automatically renew for subsequent one (1) year periods unless either party delivers written notice to the other party at least sixty (60) days prior to the termination of the initial term or then current renewal term, as the case may be, that the Agreement is terminated.

**Schedule "F"**

**POP SPACE AND POP SPACE FEE**

1. The POP Space at each of the Buildings consists of the square footage as identified on Schedule "B" attached hereto.
2. The annual POP Space Fee is calculated based on the square feet of the POP Space multiplied by Twenty-Five Dollars (\$25.00), gross. The parties agree that such fee is consistent with the amount which would be charged for alternate use of the POP Space, taking into account the location and amount of such space. The Licensor's GST number is 869522334RT001.
3. The Licensee agrees to pay the Licensor, in advance, beginning on the Commencement Date and on each successive year of the Term thereafter, a total POP Space Fee of One Thousand Two Hundred and Fifty Dollars (\$,1250.00) per annum, plus tax.