

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS Telecommunications License Agreement (the "Agreement") dated the **31** day of July, 2008.

BETWEEN:

**HER MAJESTY THE QUEEN in right of Canada
as represented by the Minister of Public Works
and Government Services (the "Licensor")**

OF THE FIRST PART

- and -

Atria Networks LP

(the "Licensee")

OF THE SECOND PART

WHEREAS:

1. The Licensor is the owner of the lands and building at 2720 Riverside Drive, Ottawa, ON also known as the Sir Charles Tupper Building (the "Property") and
2. The Licensee wishes to provide telecommunications services within the Property under the conditions described herein and has full authority without further consent from any other party to negotiate and execute this Agreement with the Licensor.

NOW THEREFORE, WITNESSETH THAT, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant, acknowledge and agree as follows:

ARTICLE I - LICENSE

1.1 Licensed Area and Use



(a) The Licensor hereby grants to the Licensee a non-exclusive License:

(i) To install, maintain, operate, repair, replace, and remove, at the Licensee's sole expense and risk, "Communications Equipment" (defined as the cabinets, racks and other electronic equipment specified in Schedule A), on and in the Equipment Area (as hereinafter defined and as described in Schedule B);

(ii) To install, maintain, operate, repair and replace at the Licensee's sole expense and risk, certain "Connecting Equipment" (the cables, conduits, inner ducts, connecting hardware and other passive equipment, as specified and described in Schedule C), together with the right to pull such Connecting Equipment through the Property's "Entrance Link" (defined as the core sleeve penetration through the Property foundation) and through other "Property Communications Spaces" (defined as the telecommunications pathways necessary to reach from the Entrance Link to Licensee's Equipment Area in the Building and from the Equipment Area to the Licensee's customers, as may be necessary to provide telecommunications services to Licensee's customers and as designated and approved by the Licensor. The Licensee's Communications Equipment and Licensee's Connecting Equipment are collectively referred to in this Agreement as "Licensee's Equipment" and the Entrance Link, Property Communications Spaces and Equipment Area are collectively referred to as the "Licensed Area"; and

(iii) To use the Licensor's existing telecommunications wiring, if available, at prevailing rates consistent with the most current CRTC guidelines for use of such wiring, in order to connect Licensee's Equipment to Licensee's customers located in the Property. The Licensor may permit use of existing Property Entrance Link and existing Property wiring only to the extent that

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Licensor has the possession of and authority to allow such use of said facilities. In no event shall Licensor be obligated to provide such allowed use of facilities to the extent that it does not own, control, or have authority to allow such usage; and

(iv) For right of ingress and egress for the Licensee's employees, servants and agents, customers and invitees, and the use of the elevators, entrances lobbies, hallways, stairways, driveways, common loading and stopping areas in and about the Property, hereinafter referred to as the "Common Areas".

(b) The Licensor shall provide approximately **NIL** square meter of floor space in the Property and in a location designated by the Licensor and shown shaded on the floor plan attached as Schedule "B" (the "Equipment Area"). The Equipment Area will be used by the Licensee as the Property service site and for only that purpose. The Licensee is expressly forbidden to serve other properties from this location without the prior written permission of the Licensor. Additional fees and conditions may be required, as agreed to between the parties, for using Licensee's Equipment Area as a service point for other properties outside the Property.

(c) The Licensor shall have the right in its sole discretion, to reasonably limit the type, size and location of Licensee's Equipment located in the Property. Further, the Licensor may in its sole discretion, acting reasonably, require Licensee to relocate within the Property any or all of the Licensee's Equipment, including the Equipment Area, as further specified in Section 5.1 of this Agreement.

(d) The Licensee hereby accepts and assumes full and exclusive liability for, and shall hold the Licensor harmless from, the payment of all taxes, monies and other expenses arising from the conduct of Licensee's business in the Property.

(e) The License granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar Licences to others.

(f) The Licensee shall use the Licensed Area solely for the purpose of providing Property tenants with telecommunications services ("Permitted Use").

(g) This Agreement creates a Licence only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property, Property Communications Spaces, or Equipment Area by virtue of this Agreement or Licensee's use of the Property, Property Communications Spaces or Equipment Area pursuant hereto. Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the Province of Ontario.

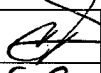

1.2 Inspection

The Licensor makes no warranty or representation that the Licensed Area or the Property are suitable for the Licensee's use. The Licensee hereby acknowledges and agrees that: (i) it has inspected the Licensed Area and related drawings, plans and specifications, (ii) it is entering into this Agreement and accepting its rights to use the said areas and the state and condition thereof on an "as is" basis in the then existing condition thereof, (iii) the Licensee has found the Licensed Area and accepted the state and condition thereof in good working order and condition free from defects and deficiencies and (iv) there is no covenant, agreement, promise, representation, warranty, condition or undertaking, whether expressed or implied, collateral or otherwise, whether oral or written, by or binding upon the Licensor or any agent or any representative or any other person with respect to any zoning, use, development, alteration or decoration, or installation of equipment or fixtures in or in connection with the Licensed Area or any part thereof, except such, if any, expressly set forth in this Agreement.

1.3 Term and Renewal Option

a) The License shall be for a term of Five (5) years unless otherwise provided for herein (the "Term") commencing on the earlier of the following dates, (i) the day on which the Licensee begins installing any part of the Licensee's Equipment; or (ii) on the first (1st) day of July 2008 (the "Commencement Date") and ending on the thirtieth (30) day of June 2013 except as otherwise provided herein and so long as the Licensee actively and continuously uses the Licensee's Equipment as part of its

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(b) If a clause or part of a clause contained in the License shall be judicially held invalid or unenforceable, including any Orders from the Canadian Radio-Television and Telecommunication Commission, the remainder of this License shall be interpreted as if such clause had not been included.

ARTICLE II - AMOUNTS PAYABLE

2.1 License Fee

(a) In addition to all charges, costs and other amounts payable by the Licensee pursuant to this Agreement, the Licensee shall pay to the Licensor throughout the duration of this Agreement an annual fee for the occupancy of the Licensed Area in the amount of Seven Hundred and Fifty and 00/100 Dollars (\$750.00) per annum in advance on the Commencement Date and on the first day of each year of the Term that this Agreement is in effect, all applicable taxes including the Goods and Services Tax (G.S.T.) being extra. (the "Fee").

The Fee shall be paid to the Receiver General for Canada and delivered to:

Public Works and Government Services
NCA Real Estate Services
191 Promenade du Portage, 3rd Floor
Gatineau, Quebec K1A 0S5

Attention: NCA – Real Estate Advisor

(b) The Fee may be subject to any increase or decrease contemplated by a decision by the Canadian Radio-Television and Telecommunication Commission regarding rates (the "Revised Fee"), and upon receipt of notice from the Licensor, this Agreement shall be deemed to be amended to include the Revised Fee, and the Licensee shall pay same on the same terms and conditions as described herein.

2.2 Licensed Area Taxes

(a) For the purposes of this Agreement, "Licensed Area Taxes" means: (i) all taxes, rates, duties, assessments and other charges that are levied, rated, charged or assessed by any governmental or quasi-governmental authority against or in respect of the Licensee's Equipment and the Licensee's personal property on or in the Property or any parts thereof, or the Licensee on account of its ownership thereof or interest therein; (ii) every tax and license fee which is levied, rated, charged or assessed against or in respect of any and every business carried on in the Licensed Area or in respect of the use or occupancy thereof or any other part of the Property by the Licensee and every licensee or permitted occupant of the Licensee or against the Licensee on account of its ownership thereof or interest therein; and (iii) any and all taxes, levies, rates, duties, fees, charges, local improvement rates and assessments whatsoever now or in the future imposed, levied, rated, assessed or charged against the Lands, the Property or any part thereof and/or against the Licensor on account of its ownership thereof that would not otherwise be payable by the Licensor except for the presence of the Licensee's Equipment in the Property and/or the Licensee's occupancy of the Licensed Area.



(b) The Licensee shall pay to the lawful taxing governing authorities or to the Licensor, as the Licensor may direct from time to time, and shall discharge in each month that this Agreement is in effect when such becomes due and payable, all Licensed Area Taxes, as determined by the Licensor in its sole discretion.

(c) In the event that the Licensee fails or neglects to pay any tax or levy assessed by a taxing authority in respect of the Licensee's use or occupancy of the Licensed Area, such failure or neglect shall be deemed to be a breach of this License and the Licensor may elect to terminate this License pursuant to section 4 of this License.

2.3 Utilities

Save and except for a base amount of **One Hundred and 00/100 DOLLARS (\$100) per annum** ("Base Utility Charge"), such Base Utility Charge being included in the Fee, the Licensee shall be solely responsible for and shall pay to the Licensor, or as the Licensor may otherwise direct, from time to time, as a charge for utilities with respect to the Equipment Area, the total cost of supplying utilities used or

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IN WITNESS WHEREOF the said parties hereto have duly executed this License on the dates noted below.

SIGNED, SEALED AND DELIVERED

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Public Works and Government Services

For and on behalf of the Minister of Public Works and Government Services

Sylvie Leclerc

Sylvie Leclerc
Manager, Commercial and Property Transactions
NCA Real Estate Services

Atria Networks LP

Claude Pothier

Claude Pothier
Director Engineering

Atria Networks LP

Jacques Taillefer

Jacques Taillefer
Interim General Manager, National Capital Region

I have authority to bind the Limited Partnership

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Atria Networks LP	<i>[Signature]</i>
PWGSC	<i>[Signature]</i>