

10. The Licensee acknowledges and agrees that the license granted herein is non-exclusive and the Licensor retains the right to use the Licensed Area or otherwise deal with the Building provided that such uses shall not unduly interfere with the Licensee's rights hereunder.

11. The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event:
 - (a) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence;
 - (b) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
 - (c) the Licensee no longer requires the Equipment Room and the Building Communications Spaces for the purpose of providing its Telecommunications services to customers in the Building

12. Termination by the Licensee:
 - (a) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence;
 - (b) the Licensee no longer requires the Equipment Room and the Building Communications Spaces for the purpose of providing its Telecommunications services to customers in the Building;
 - (c) if the Building is damaged to such extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred and eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred and eighty (180) days, either party shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.

13. 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.

- 14. 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 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.
- 15. 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.
- 16. This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and assigns, heirs and personal representatives.

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.

Telecom Ottawa Limited

----- (Licensor)

By: _____

By: _____

Name: Tom A. Moss

Name: _____

Title: President
Chief Executive Officer

Title: _____

I have authority to bind the corporation

By: _____

Name: JOHN STEPHENSON

Title: PROPERTY MANAGER

I/We have authority to bind the corporation

John C. Progeny, ea

580 Terry Fox Drive, Kanata, ON K2L 4B9

DESCRIPTION OF PROPERTY

SCHEDULE A

Network services. Obviously better.

