

RAPTOREYE LICENSE AGREEMENT

IMPORTANT – READ CAREFULLY: iS5 Communications Inc. (“iS5Com”) licenses the iS5Com Materials (as defined below) subject to the terms and conditions of this license agreement (the “License Agreement”). BY SELECTING “ACCEPT” OR OTHERWISE EXPRESSLY AGREEING TO THIS LICENSE AGREEMENT, BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LICENSE AGREEMENT BECOME LEGALLY BINDING ON THE CUSTOMER.

This License Agreement supplements the purchase order form (“Purchase Order”) or such other terms and conditions between iS5Com or, if applicable, a reseller for iS5Com, and the Customer (as defined below) (in either case, the “Contract”).

1. DEFINITIONS

“Licence” means, collectively, the specific Serial Number, code, and authorization for each copy, or access license of the iS5Com Software issued by iS5Com to Customer.

“Confidential Information” means all data and information relating to the business and management of iS5Com, including iS5Com Materials, trade secrets, technology and records to which access is obtained hereunder by the Customer, and any materials provided by iS5Com to the Customer, but does not include any data or information which: (a) is or becomes publicly available through no fault of the Customer; (b) is already in the rightful possession of the Customer prior to its receipt from iS5Com; (c) is already known to the Customer at the time of its disclosure to the Customer by iS5Com and is not the subject of an obligation of confidence of any kind; (d) is independently developed by the Customer; (e) is rightfully obtained by the Customer from a third party; (f) is disclosed with the written consent of iS5Com; or (g) is disclosed pursuant to court order or other legal compulsion.

“Customer” means the licensee of the i5Com Software pursuant to the Contract.

“i5Com Documentation” means Documentation supplied by or on behalf of i5Com under the Contract relating to the development, use, installation, implementation, integration, configuration, operation, modification, maintenance or support of i5Com Software.

“i5Com Materials” means, collectively, the i5Com Software and the i5Com Documentation.

“i5Com Software” means RAPTOREye® Network Management Software, a powerful and comprehensive network management system for monitoring networks supplied by or on behalf of i5Com under the Contract.

“Documentation” means written instructions and manuals of a technical nature.

“License Agreement” means this RAPTOREye® License Agreement.

“Software” means scripts, programs, macros, computer programs, application programming and other interfaces, tools and other instructions and sets of instructions for hardware to follow, including SQL and other query languages, hypertext markup language (“html”) and other computer mark-up languages.

“Third Party License Terms” means additional terms and conditions that are applicable to Third Party Software.

“Third Party Software” means Software owned by any third party, licensed to i5Com and sublicensed to the Customer.

“Update” means a supplemented or revised version of i5Com Software which rectifies bugs or makes minor changes or additions to the functionality of i5Com Software and is designated by i5Com as a higher release number from, for example, 6.06 to 6.07 or 6.1 to 6.2.

“Upgrade” means a significantly rewritten or revised version of i5Com Software prepared by i5Com and made available or distributed to one or more licensees of i5Com Software which adds substantial functionality or performance or changes the software architecture and is designated by i5Com as a higher release number from, for example 6.0 to 7.0.

2. LICENSE AND USE

2.1. License

Upon first access to the i5Com Software or any Upgrade or renewal, i5 shall issue Customer a “License” that sets forth the specific Licensed Software, and the then current License Period.

2.2. License Grant

i5Com hereby grants to the Customer, subject to any Third Party License Terms, a non-exclusive, non-transferable, non-sublicensable right and licence to use i5Com Software solely in object code format, solely for the Customer’s own business purposes, solely in accordance with this License Agreement (including, for greater certainty, subject to Section 8.1 of this License Agreement) and the applicable i5Com Documentation solely to manage such number of devices expressly set out in the Contract.

2.3. License Restrictions

Except as otherwise provided in Section 2.2 above, the Customer shall not: (a) copy i5Com Materials for any purpose, except for the sole purpose of making an archival or back-up copy; (b) modify, translate or adapt the i5Com Materials, or create derivative works based upon all or part of such i5Com Materials; (c) assign, transfer, loan, lease, distribute, export, transmit, or sublicense i5Com Materials to any other party; (d) use i5Com Materials for service bureau, rent, timeshare or similar purposes; (e) decompile, disassemble, decrypt, extract, or otherwise reverse engineer, as applicable, i5Com Software; (f) use i5Com Materials in a manner that uses or discloses the Confidential Information of i5Com or a third party without the authorization of such person; (g) permit third parties to use i5Com Materials in any way that would constitute breach of this License

Agreement; or (h) otherwise use i55Com Materials except as expressly authorized herein. Customer shall not resell or license to, make available for use by, or otherwise transfer title to or possession of any product to any other end user or other third party, including any reseller, without the specific authority to resell such products from i55Com. For greater certainty, this Section 2 applies to Section 10 of this License Agreement regarding the export, re-export and transfer of i55Com's products, Documentation and services to any other end user or other third party.

2.4. Updates and Upgrades

The license granted hereunder shall apply to the latest version of i55Com Materials provided to the Customer as of the effective date of this License Agreement, and shall apply to any Updates and Upgrades subsequently provided to the Customer by i55Com pursuant to the terms of this License Agreement. Customer shall only be provided with Updates and/or Upgrades if expressly set out in the Contract.

2.5. Versions

In the event any Update or Upgrade includes an amended version of this License Agreement, Customer will be required to agree to such amended version in order to use the applicable i55Com Materials and such amended License Agreement shall be deemed to amend the previously effective version of the License Agreement.

2.6. Third Party Software and Documentation

Customer shall comply with any Third Party License Terms. For Documentation delivered in connection with this License Agreement, that is not produced by i55Com and which is separately licensed by a third party, Customer's rights and responsibilities with respect to such software or Documentation shall be governed in accordance with such third party's applicable software license. Customer shall, on request,

enter into one or more separate “click-accept” license agreements or third party license agreements in respect thereto. i55Com shall have no further obligations with respect to such products beyond delivery thereof. Where Customer is approved by i55Com to resell products, Customer shall provide a copy of the License Agreement and applicable third party license agreements to each end user with delivery of such products and prior to installation of any software. Customer shall notify i55Com promptly of any breach or suspected breach of the License Agreement or third party license agreements and shall assist i55Com in efforts to preserve i55Com’s or its supplier’s intellectual property rights including pursuing an action against any breaching third parties.

3. INTELLECTUAL PROPERTY

3.1 Ownership

Notwithstanding any other provision of the Contract, i55Com and the Customer agree that i55Com is and shall be the owner of all Intellectual Property Rights in i55Com Materials and all related modifications, enhancements, improvements and upgrades thereto, and that no proprietary interests or title in or to the intellectual property in i55Com Materials is transferred to the Customer by this License Agreement. i55Com reserves all rights not expressly granted to the Customer under Section 2.2.

3.2. Third Party Software

Certain of i55Com Software provided by i55Com may be Third Party Software owned by one or more third parties and sublicensed to the Customer. Such third parties retain ownership of and title to such Third Party Software, and may directly enforce the Customer’s obligations hereunder in order to protect their respective interests in such Third Party Software.

3.3. Restrictions and Infringement

Customer shall not alter, obscure, remove, cancel or otherwise interfere with any markings (including without limitation any trademarks, logos, trade names, or labelling applied by i55Com). Customer acknowledges that i55Com is the sole owner of the trademarks used in association with the Product and that Customer has no right, title or interest whatsoever in such trademarks and any goodwill associated therewith and that all goodwill associated with such trademarks is owned by and shall enure exclusively to and for the benefit of i55Com. Further, Customer shall not represent in any manner that it has acquired any ownership rights in such trademarks or other intellectual property of i55Com. i55Com will defend any claim against Customer that any i55Com branded product supplied under this License Agreement infringes third party patents or copyrights (a "Patent Claim") and will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Patent Claim, provided that Customer: (1) promptly notifies i55Com in writing of the Patent Claim; and (2) cooperates with i55Com in the defence of the Patent Claim, and grants i55Com full and exclusive control of the defence and settlement of the Patent Claim and any subsequent appeal. If a Patent Claim is made or appears likely, Customer agrees to permit i55Com to procure for Customer the right to continue using the affected product, or to replace or modify the product with one that is at least functionally equivalent. If i55Com determines that none of those alternatives is reasonably available, then Customer will uninstall the Product return the Product and i55Com will refund Customer's remaining license cost net book value of the Product calculated according to generally accepted accounting principles. i55Com has no obligation for any Patent Claim related to: (1) compliance with any designs, specifications, or instructions provided by Customer or a third party on Customer's behalf; (2) modification of a product by Customer or a third party; (3) the amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by

Customer to external or internal Customers; (4) combination, operation or use of the Product with non-i55Com products, software or business processes; or (5) use of the Product in any country other than the country or countries specifically authorized by i55Com.

4. CONFIDENTIALITY

4.1 Confidentiality

The Customer acknowledges that i55Com Materials contain Confidential Information of i55Com and that disclosure of such Confidential Information to any third party could cause great loss to i55Com. The Customer agrees to limit access to i55Com Materials to those employees or officers of the Customer who require access to use i55Com Materials as permitted by the Contract and this License Agreement and shall ensure that such employees or officers keep the Confidential Information confidential and do not use it otherwise than in accordance with the Contract and this License Agreement. The obligations set out in this Section 4 shall continue notwithstanding the termination of the Contract or this License Agreement and shall only cease to apply with respect to such part of the Confidential Information as is in, or passes into, the public domain (other than in connection with the Customer's breach of this License Agreement) or as the Customer can demonstrate was disclosed to it by a third person who did not obtain such information directly or indirectly from i55Com.

4.2 Irreparable Harm

Without limiting any other rights or remedies available to i55Com in law or in equity, the Customer acknowledges and agrees that the breach by Customer of any of the provisions of this License Agreement would cause serious and irreparable harm to i55Com which could not adequately be compensated for in damages and, in the event of a breach by the Customer of any of such provisions, the Customer hereby

consents to an injunction against it restraining it from any further breach of such provisions.

4.3 Security

Any usernames, passwords and/or license keys (“Credentials”) provided to the Customer by i55Com shall be maintained by the Customer and its representatives in strict confidence and shall not be communicated to or used by any other persons. THE CUSTOMER SHALL BE RESPONSIBLE FOR ALL USE OF CREDENTIALS, REGARDLESS OF THE IDENTITY OF THE PERSON(S) MAKING SUCH USE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IS5COM SHALL HAVE NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH ANY UNAUTHORIZED USE OF CREDENTIALS.

5. WARRANTY

i55Com represents and warrants that the i55Com Software substantially conforms to the functional specifications in the i55Com Documentation. i55Com will use best efforts to repair i55Com Software if this warranty is breached unless it cannot do so within a reasonable period of time, then i55Com will refund the fee paid for that license under the order for the remainder of the then current annual term (this Agreement will then terminate). i55Com will have no obligation to repair, replace or refund fees in respect of versions or features that are labelled as Beta in either the interface of the i55Com Software or the i55Com Documentation. All new features are deemed Beta whether or not so labeled in the first 3 months after they are introduced. i55Com may remove or alter Beta features in its absolute discretion without liability. Customer must notify i55Com in writing through support forms on the i55Com’s web site or via email to support@i55Com.com of any perceived defect or breach of this warranty. THIS SECTION CONTAINS CUSTOMER’S EXCLUSIVE REMEDY AND SUPPLIER’S SOLE LIABILITY FOR BREACH OF THIS WARRANTY. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS,

RIGHTS AND REMEDIES, GUARANTEES AND PROMISES EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND WHETHER ORAL OR WRITTEN.

6. DISCLAIMER AND LIMITATION OF LIABILITY

6.1. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES MADE BY IS5COM IN THE CONTRACT, (A) IS5COM MAKES NO AND HEREBY EXPRESSLY DISCLAIMS, AND THE PARTIES HERETO HEREBY EXPRESSLY WAIVE AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, AND THE CUSTOMER AGREES NOT TO SEEK OR CLAIM ANY BENEFIT THEREOF, IN EACH CASE, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS (AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR INDUCEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER SET OUT HEREIN) WITH RESPECT TO THE IS5COM MATERIALS, INCLUDING AS TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION, COMPLIANCE WITH THE REQUIREMENTS OF ANY APPLICABLE LAWS, CONTRACT OR SPECIFICATION, NON- INFRINGEMENT OF THE RIGHTS OF OTHERS, ABSENCE OF LATENT DEFECTS, OR AS TO THE ABILITY OF THE IS5COM MATERIALS TO MEET CUSTOMER'S REQUIREMENTS OR TO OPERATE ERROR FREE; AND (B) THE IS5COM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

6.2. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, IN NO EVENT SHALL IS5COM BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THIS LIMITATION SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM, INCLUDING BREACH OF CONTRACT, NEGLIGENCE,

TORT OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THIS LICENSE AGREEMENT. WITH THE EXCEPTION OF THE INDEMNITY OBLIGATIONS UNDER SECTION 7 HEREIN IN NO EVENT SHALL SUPPLIER'S LIABILITY (WHETHER ASSERTED AS A TORT CLAIM OR CONTRACT CLAIM) EXCEED THE AMOUNTS PAID TO SUPPLIER FOR THE PRODUCT HEREUNDER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CUSTOMER.

7. INDEMNIFICATION

Customer shall indemnify, defend, and hold i55Com and its affiliates, shareholders, directors, officers, employees, contractors, agents and other representatives harmless from all third party demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind (each a "Claim" and, collectively "Claims") arising out of the use by Customer of the i55Com Software. i55Com shall indemnify, defend and hold Customer harmless from Patent Claims as set out in Section 3.

8. TERM

8.1 Term

The period of Customer's right to use i55Com Materials (the "License Period") shall commence on the effective date, as set out in the Contract, and shall continue in effect for the initial term specified by the Start and End Dates on the Order Form and thereafter for recurring annual terms until terminated as set forth below. In the event that any i55Com Software remain installed on any device owned or controlled by Customer after expiry of the previous License Period, the license will

be deemed to be extended thereafter for automatically renewing annual terms unless previously terminated as described below. Either party may terminate this License Agreement at any time upon written notice to the other party at least thirty (30) days prior to the end of any then current annual term. Written notice of termination to i55Com needs to be provided to: licences@is5Com.com. If Customer purchases an Upgrade, the term of the License Agreement shall be extended to include the specific term set forth in the new License issued for the Upgrade.

8.2 Survival

Each of Sections 1, 3, 4, 5, 6, 7, 8.2, 9, 10, 11 and 12 shall survive termination of the License Agreement.

9. FEES

9.1. Fees

The applicable License Fee is specified in the Contract. The payment terms and conditions for the License Fee payable to i55Com are specified in the i55Com invoice or in the Contract. All fees paid to i55Com are non-refundable except as explicitly permitted in this License Agreement. The License Fee may be increased by i55Com at the beginning of each extended annual term for the same i55 Software functionality other than as provided by 9.2, by a maximum increase of 5% as compared to the previous annual term. After providing notification and sixty (60) days to cure, i55Com may terminate this License Agreement and invalidate Customer's Licence if the billing or contact information is false, fraudulent, or invalid or License Fees are not paid when due. All overdue fees will bear an overdue finance charge of 1% per month. Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties

and interest, imposed by any federal, state, provincial, or government entity on the transactions contemplated by this License Agreement or the Contract.

9.2. Additional Licence Fees

i55Com pricing is based on the amount of managed devices. Upon renewal, or at any time, Customer may request i55Com to increase the amount of managed devices by increasing its licence to the next tier of devices covered. i55Com will issue a new Licence covering the new tier of devices and Customer will pay to i55Com the new licence fees, if on renewal, or additional licence fees, if during the Licence Period, for such tier, net of any negotiated discount.

10. EXPORT CONTROLS AND SANCTIONS

(a) In this License Agreement, “Export Controls and Sanctions” means the export control and sanctions laws of each of Canada, the US and any other applicable country, territory or jurisdiction including the United Nations, European Union and the United Kingdom, and any regulations, orders, guides, rules, policies, notices, determinations or judgements issued thereunder or imposed thereby.

(b) i55Com products, Documentation and services provided under this License Agreement may be subject to Canadian, U.S. and other country Export Controls and Sanctions. Customer shall accept and comply with all applicable Export Control and Sanctions in effect and as amended from time to time pertaining to the export, re-export and transfer of i55Com’s products, Documentation and services. Customer also acknowledges and agrees that the export, re-export or transfer of i55Com products, Documentation and services contrary to applicable Export Controls and Sanctions may be a criminal offence.

(c) For greater certainty, Customer agrees that (i) it will not directly or indirectly export, re-export or transfer iS5Com products, Documentation and services provided under this License Agreement to any individual or entity in violation of any aforementioned Export Controls and Sanctions; (ii) it will not directly or indirectly export, re-export or transfer any such products, Documentation and services to any country or region of any country that is prohibited by any applicable Export Controls and Sanctions or for any of the following end-uses, or in any of the following forms unless expressly authorized by any applicable government permit issued under or otherwise expressly permitted by applicable Export Controls and Sanctions:

(i) For use that is directly or indirectly related to the research, design, handling, storage, operation, detection, identification, maintenance, development, manufacture, production or dissemination of chemical, biological or nuclear weapons, or any missile or other delivery systems for such weapons, space launch vehicles, sounding rockets or unmanned air vehicle systems;

(ii) Technical information relating to the design, development or implementation of the cryptographic components, modules, interfaces, or architecture of any software; or

(iii) Source code or pseudo-code, in any form, of any of the cryptographic components, modules, or interfaces of any software.

(d) Customer confirms that it is not (i) listed as a sanctioned person or entity under any Export Controls and Sanctions list of designated persons, denied persons or specially designated nationals maintained by the Canadian Department of Foreign Affairs, Trade and Development, the Canadian Department of Public Safety and Emergency Preparedness, the U.S. Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, United Nations

Security Council, the European Union or any EU member state, HM's Treasury, or any other department or agency of any of the aforementioned countries or territories, or the United Nations or any other country's sanctions-related list; (ii) owned or controlled by such person or entity; or (iii) acting in any capacity on behalf of or for the benefit of such person or entity. Customer also confirms that this applies equally to any of its affiliates, joint venture partners, subsidiaries and to the best of Customer's knowledge, any of its agents or representatives.

11. COMPLIANCE WITH ANTI-BRIBERY AND CORRUPTION LAWS

(a) Customer confirms that it is not engaged in any conduct that violates any of the Corruption of Foreign Public Officials Act, the UK Bribery Act, the Foreign Corrupt Practices Act or any other applicable local anti-bribery and corruption law (each an "Anti-bribery and Corruption Law" and collectively "Anti-bribery and Corruption Laws"). Customer further confirms and agrees that in using any i5Com products, Documentation and services, provided under this License Agreement, it will abide by and continue to fully comply with all applicable Anti-bribery and Corruption Laws.

(b) In furtherance of and addition to the obligations in Section 11(a), Customer shall:

(i) Immediately notify i5Com if it is being investigated or reasonably anticipates that it will be investigated in the foreseeable future for violations of any applicable Anti-bribery and Corruption Laws or any other applicable laws;

(ii) Not take any action or permit the taking of any action including by any third party that may render i5Com liable for a violation or place i5Com in violation of any applicable Anti-bribery and Corruption Laws or any other applicable laws;

(iii) Not use and not permit any third party to use any i5Com products, Documentation and services or anything else of value for any unlawful purpose, including any purposes that violate any applicable Anti-bribery or Corruption Laws or any other applicable laws. This includes directly or indirectly making i5Com products, Documentation and services available to any of the following unlawfully for the purpose of obtaining or retaining business: (i) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank; (ii) any person acting in any capacity for or on behalf of any such government, government official or public international organization; (iii) any public enterprise or state-owned business; (iv) any corporation or agency or ministry or department, whether federal, sub-federal, regional or municipal and including those acting for, under the control of or behalf of any of (i) to (iii) inclusive; or (v) any political parties or political party officials or candidates for political office.

(c) For greater certainty, this Section 11 shall apply equally to any record-keeping and audit obligations that may apply to Customer under any applicable Anti-bribery and Corruption Laws;

(d) Customer agrees that i5Com retains the right to terminate any pending orders with Customer and terminate its relationship with Customer immediately upon written notice if i5Com believes, in good faith, that such Customer has breached any elements of this Section 11, or if Customer makes a false or fraudulent statement, representation or warranty while carrying out these or any other contractual obligations.

12. MISCELLANEOUS

This License Agreement is (together with, as applicable, any click-wrap license agreement or Third Party License Terms pertaining to the use of

i5Com Materials, and the Contract) the entire agreement between the Customer and i5Com pertaining to the Customer's right to access and use i5Com Materials, and supersedes all prior or collateral oral or written representations or agreements related thereto. Notwithstanding anything to the contrary contained in the Contract, to the extent of any inconsistency between this License Agreement and the Contract, or any such applicable click-wrap agreement, this License Agreement shall take precedence over the Contract and such click-wrap agreement. In the event that one or more of the provisions is found to be illegal or unenforceable, this License Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect. The parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods. This License Agreement shall be governed by the laws of the Province of Ontario, Canada, and federal laws of Canada applicable therein. In giving effect to this License Agreement, neither party will be or be deemed an agent of the other for any purpose and their relationship in law to the other will be that of independent contractors. Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this License Agreement or any Contract (other than payment of any amounts owing), where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, labour unrest, pandemic, embargoes and other governmental actions or regulations which would prohibit either party from ordering or furnishing products or from performing any other aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labour, supplies or manufacturing facilities. Any waiver of any terms or conditions of this License Agreement: (a) will be effective only if in writing and signed by the party granting such waiver, and (b) shall be effective only in the specific instance and for the specific purpose for which it has been given and shall not be deemed or constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of either party to exercise, and any delay in exercising, any of its rights hereunder, in whole or in part, shall not constitute or be deemed a waiver or forfeiture

of such rights, neither in the specific instance nor on a continuing basis. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. Customer shall not assign or transfer this License Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of i5Com. The division of this License Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this License Agreement. References herein to Sections are to sections of this Agreement. Where the word “include”, “includes” or “including” is used in this License Agreement, it means “include”, “includes” or “including”, in each case, “without limitation”. All remedies provided for i5Com under this License Agreement are non-exclusive and are in addition, and without prejudice, to any other rights as may be available to of i5Com, whether in law or equity. By electing to pursue a remedy, i5Com does not waive its right to pursue any other available remedies. The parties acknowledge that they have required this Agreement to be written in English. Les parties aux présentes reconnaissent qu’elles ont exigé que la présente entente soit rédigée en anglais.