

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “Agreement”) is entered into as of the Effective Date of using in any way the software and agreeing to all terms by signing in the admin area, by and between Comtrend Corporation, a California Corporation located at Unit 120, 16 Goodyear, Irvine, CA 92618 (“Comtrend”), and the customer identified by user using the software (“Customer”), to govern Customer’s rights to use certain Comtrend software and receive certain Comtrend services. This Agreement consists of this cover and signature page, the Terms and Conditions.

By signing in on the software’s web interface, each party acknowledges his/her agreement with the terms and conditions of this Agreement and represents and certifies that he/she is authorized to sign on behalf of and to bind each of the respective parties to all of the terms and conditions of this Agreement as of the Effective Date.

TERMS AND CONDITIONS

1. DEFINITIONS

(a) “ACS Hardware” means the auto configuration server hardware that (i) is enabled by the Software; and (ii) compliant with the Broadband Forum’s TR-069 specification. The ACS Hardware may be provided by Comtrend pursuant to an Exhibit hereto, or by Customer.

(b) “CPE” means customer provided equipment that is compliant with the Broadband Forum’s TR-069 specification.

(c) “Documentation” means (i) the Software documentation set forth on Exhibit B (if any); and (ii) any other Software documentation provided by Comtrend to Customer.

(d) “Hardware” means (i) any equipment or hardware set forth on Exhibit B; and (ii) any customer provided equipment or hardware used in connection with the Software.

(e) “Nodes” means the number of device records on the ACS Hardware that can be monitored by the Software user interface. For the avoidance of doubt, the total number of devices entered on the ACS, regardless of their status as being online or not, count toward the Node limitation set forth in Exhibit A.

(f) “Services” means the services to be provided by Comtrend to Customer as set forth on Exhibit A, which services will be provided in accordance with Exhibit C or Exhibit D, as applicable.

(g) “Site” means the Customer address set forth on the cover sheet or another location pre-approved by Comtrend in writing.

(h) “Software” means the Comtrend software set forth on Exhibit B.

2. LICENSE AND SERVICES

(a) Software and Documentation. Subject to all the terms and conditions of this Agreement and during the Term, Comtrend hereby grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable, limited license to use (i) the Software in object code format on the ACS Hardware at the Site for the number of Nodes set forth on Exhibit A, solely for the purpose of managing Customer’s end user’s CPE; and (ii) the Documentation in connection with Customer’s permitted use of the Software.

(b) License Restrictions. Nothing in this Agreement will be construed as an implied grant to Customer of any right to, and Customer shall not, and shall not permit any third party to: (i) use or reproduce any of the Software in source code format; (ii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the Software by any means whatsoever; (iii) modify or alter any of the Software in any manner whatsoever; (iv) replicate to other hardware and/or virtual environment, including but not limited to such software as vmware; or (v) distribute, disclose or allow use of any of the Software, in any format, through any timesharing service, service bureau, network or by any other means, to or by, any third party. Customer shall cause its employees who access the Software to comply with the terms and conditions of this Agreement. Once installed on the ACS Hardware, the Software may not be moved to other Hardware and/or virtual hardware without Comtrend's prior written approval, and such a move may require additional fees. Customer shall cooperate with Comtrend, and shall render all reasonable assistance requested by Comtrend, to assist Comtrend in preventing and identifying any use of, or access to, the Software, by Customer's employees or otherwise, in violation of this Agreement.

(c) Proprietary Notices. Customer will not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained or included in any of the Software or Documentation, and Customer shall reproduce and copy all such notices and legends on all copies of the Software and Documentation that are permitted to be made hereunder.

(d) Services. Comtrend will provide to Customer the Services in accordance with the terms and conditions of this Agreement and the Exhibit describing the Services. Customer understands that the Software is intended to work solely with the ACS Hardware for the purpose of monitoring CPE, and that the Software and Comtrend's performance under this Agreement is dependant in part on Customer's actions, cooperation and other assistance. Accordingly, Customer agrees to use reasonable commercial efforts to timely provide Comtrend with such cooperation and assistance, and any dates or time periods relevant to performance by Comtrend hereunder shall be appropriately and equitably extended to account for any delays resulting from changes to the Customer's ACS Hardware configuration, or otherwise due to the Customer if such delays affect the Software or Comtrend's ability to timely perform. In furtherance of the foregoing, Customer will (i) grant to Comtrend such reasonable access to the Hardware and Customer premises, as shall be necessary or appropriate to enable Comtrend to perform its obligations hereunder; (ii) cooperate fully with Comtrend in providing Services hereunder; (iii) provide adequate resources to participate in or facilitate the performance of the Services; (iv) timely participate in meetings and make its personnel readily available for such meetings; and (v) assign personnel with relevant training and experience to work in consultation with Comtrend, if applicable.

(e) Nodes. Exhibit A sets forth the number of Nodes that may be managed by the Software. The Nodes are enabled by an encrypted license file provided by Comtrend that must be loaded into the Software using the graphic user interface. Any Node whose associated device fails can be deleted from the Software and not counted towards the number of Nodes set forth on Exhibit A. Failed Nodes can be replaced at any time by one of two ways: (i) changing of the Node identified device identifier defined by Broadband forum's TR-069 document as serial; or (ii) by deleting the failed Node's record and adding a new record for the new replacement Node. Additional Nodes may be purchased at Comtrend's then current rates.

3. OWNERSHIP

Customer acknowledges that Comtrend is the exclusive owner of all right, title and interest in and to the Software, Services and all Documentation, regardless of any participation or collaboration by Customer in the design, development or implementation of any such Software, Services or Documentation. Customer further acknowledges that Comtrend is the owner and holder of all copyrights, patent, trademark, trade

secret and other proprietary rights therein (collectively, “Comtrend Proprietary Rights”), and that Comtrend reserves all such Comtrend Proprietary Rights to itself except as expressly licensed to Customer hereunder. To the extent that any Comtrend Proprietary Rights do not otherwise vest in Comtrend, Customer hereby agrees to promptly assign such Comtrend Proprietary Rights to Comtrend, and to do all other acts reasonably necessary to perfect Comtrend’s ownership thereof, without additional consideration of any kind.

4. FEES AND PAYMENTS

(a) Fees. Customer will pay to Comtrend the applicable fees for the Hardware (if any), Software and Services in accordance with the payment schedule set forth on Exhibit A (“Fees”).

(b) Expenses. Customer shall also reimburse Comtrend for all reasonable documented out of pocket travel, lodging, meal and other expenses incurred by Comtrend personnel in the course of performing the Services.

(c) Payments. All payments due under this Agreement shall be payable by Customer within thirty (30) calendar days after the date of Comtrend’s invoice. Payments remitted after such thirty (30) calendar day period shall bear interest at one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law. All Fees paid hereunder are non-refundable.

(d) Taxes. All Fees are exclusive of any state, local, and other taxes and charges (other than income or franchise taxes payable by Comtrend) related to the Software or Services. Customer shall pay or reimburse Comtrend for all federal, state, local or other taxes (other than taxes based on Comtrend’s income) based on charges payable under this Agreement, whether such taxes are now or hereafter imposed under the authority of any federal, state, local or other taxing authority. If Comtrend is required to pay sales or usage taxes imposed with respect to this Agreement, then Comtrend will collect said taxes from Customer and will remit the same to the proper taxing authority and will include a separate line item for said taxes on any invoice to Customer. Upon the written request of Customer, Comtrend shall provide to Customer any tax bill or other appropriate documentation reasonably required to substantiate any such tax charges.

(e) Hardware Shipping and Packing. If there is any Hardware set forth on Exhibit A, Comtrend will ship such Hardware to Customer FCA (Incoterms 2000) Comtrend’s shipping point. Comtrend will arrange for shipment of Hardware with any desired insurance based upon Customer’s written instructions, and it shall at all times utilize the services of an internationally reputable carrier, at the rate acceptable to Customer in its written instructions, or if no rate is given, at the most effective rate that is in accordance with good business judgment. The cost of shipping and any desired insurance shall be borne by Customer and, if not paid directly, Customer shall reimburse Comtrend upon receipt of Comtrend’s invoice. Title and risk of loss or damage will pass to Customer at Comtrend’s shipping point. Any loss or damage thereafter, including damage or loss during loading or transportation, will be Customer’s responsibility and will not relieve Customer of its payment obligation. Any claim by Customer against Comtrend for damage to Hardware occurring prior to such delivery must be made in writing within thirty (30) days after receipt of shipment and must be accompanied by the original transportation bill signed by the carrier noting that the carrier received the Hardware from Comtrend in the condition claimed. Any shipments returned to Comtrend as a result of Customer’s unexcused delay or failure to accept delivery will require Customer to pay all additional costs incurred by Comtrend.

(f) Audit. During the Term of this Agreement and for a three (3) year period following the expiration or termination hereof, Customer will keep accurate books and records (in accordance with generally accepted industry practices) supporting Customer’s calculations of the amounts payable to Comtrend hereunder and Customer’s compliance with its obligations under this Agreement. Such records

will be open for audit by Comtrend or Comtrend's certified public accountants for the purpose of verifying Customer's compliance with its payment and other obligations under this Agreement provided such audits are conducted (i) no more than twice per calendar year; (ii) during Customer's regular business hours, and (iii) upon no less than ten (10) days advance written notice to Customer.

5. TERM AND TERMINATION

(a) Term. This Agreement is effective as of the Effective Date and will continue in effect for a period of one year (the "Initial Term") for services. For all other related items the agreement for software use and license is effective until Comtrend provides written modification, otherwise allowed by law. Thereafter, this Agreement will automatically renew, at the then current Maintenance Renewal price, for subsequent one (1) year terms (each a "Renewal Term"), unless either party gives notice of its intent to terminate no less than thirty (30) days prior to the end of the then current term. The Initial Term and any subsequent Renewal Term(s) are collectively referred to herein as the "Term".

(b) Termination for Breach. Either party may terminate this Agreement if the other party is in material breach of this Agreement and has not cured such breach within thirty (30) days of receiving written notice specifying the breach.

(c) Termination for Insolvency. Either party, upon written notice to the other party, may elect to immediately terminate this Agreement upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either party makes an assignment for the benefit of its creditors; (iii) any proceedings are commenced by or for either party under any bankruptcy, insolvency, or debtor's relief law and such proceedings are not set aside within thirty days following their filing; or (iv) either party liquidates or dissolves or makes a good faith attempt to liquidate or dissolve substantially all of its assets related to this Agreement.

(d) Effects of Termination. Upon any termination or expiration of this Agreement, (i) Customer will pay Comtrend for any unpaid balance for any Hardware, Software or Services provided by Comtrend; (ii) Comtrend will not be obligated to continue performing any Services; (iii) each party will return any of the other party's Confidential Information or other property within ten (10) days from the effective date of such termination or expiration; and (iv) Customer will immediately cease use of any Software provided under this Agreement. Sections 1, 3, 4(c), 4(e), 4(f), 5, 6, 7(e), 7(f), 8, 9 and 10 will survive any termination or expiration of this Agreement.

6. CONFIDENTIAL INFORMATION

(a) Definition. Each party agrees to hold the Confidential Information of the other party in confidence, and not to use or disclose such Confidential Information, except as permitted hereunder. For purposes herein, "Confidential Information" means any and all technical and non-technical information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") under this Agreement. The relationship between the parties and the fact and substance of this Agreement will also be Confidential Information. The Disclosing Party will mark all Confidential Information in tangible form "confidential" or "proprietary" or with words of similar import, and will identify as confidential at the time of disclosure any Confidential Information disclosed orally or in another intangible form. Regardless of whether so marked or identified, any information that the Receiving Party knew or should have known was considered confidential or proprietary by the Disclosing Party, including without limitation information learned by the Receiving Party upon visual inspection of the Disclosing Party's premises, will be considered Confidential Information of the Disclosing Party under this Agreement. All Software, Services and Documentation is Comtrend's Confidential Information.

(b) Exclusions. Notwithstanding the foregoing, neither party will have any obligation under this Section with respect to any information that it can prove is (i) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, generally known to the public; (ii) known to the Receiving Party without an obligation of confidentiality effective at the time the Receiving Party received the same from the Disclosing Party, as evidenced by written records; (iii) hereafter furnished to the Receiving Party by a third party as a matter of right and without restriction on disclosure; or (iv) independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information. Nothing in this Agreement will prevent the Receiving Party from disclosing information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party will (1) assert the confidential nature of the information to the agency; (2) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (3) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

(c) Injunctive Relief. Each party acknowledges that an actual or threatened breach of this Section 6 would cause irreparable harm for which monetary damages are an inadequate remedy, and the non-breaching party may seek injunctive relief in a court of competent jurisdiction.

7. WARRANTY; DISCLAIMER

(a) Authority. Each party represents and warrants that it has (i) full corporate power and authority to enter into this Agreement; and (ii) not entered into nor will it enter into any agreements that would conflict with its obligations hereunder.

(b) Software Warranty. Comtrend warrants that, for a period of ninety (90) days after the date of delivery of the Software to Customer ("Warranty Period"), the Software will conform in all material respects to the Documentation set forth in Exhibit B. Customer's sole remedy for any breach by Comtrend of the warranty provided in this Section 7(b) will be replacement of the nonconforming Software, at Comtrend's sole expense, in accordance with Section 7(c).

(c) Exclusive Remedy. If, during the Warranty Period, Customer discovers that any Software fails to conform to the warranty provided in Section 7(b), Customer will give Comtrend written notice of such nonconformance promptly after such discovery. Comtrend will deliver to Customer replacement Software as may be necessary to correct the nonconformance. If Customer gives Comtrend notice of an apparent nonconformance that Comtrend reasonably determines is not due to any fault or failure of the Software to conform to the warranty provided in Section 7(b), all time spent by Comtrend personnel resulting in such determination, including time spent attempting to correct the problem, will be billable to Customer in accordance with Comtrend's then current rates.

(d) Services. Comtrend represents and warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner. Customer's sole remedy for breach of this warranty will be re-performance of the nonconforming Services; provided that Comtrend must have received written notice of the nonconformity from Customer no later than thirty (30) days after the original performance of the Services by Comtrend.

(e) Hardware. Customer acknowledges and agrees that all Hardware is manufactured by third parties and Comtrend will have no liability with respect thereto, and does not represent or warrant the Hardware's performance. As such, any Hardware provided by Comtrend under this Agreement is provided "AS IS" with all faults. Customer agrees to look solely to the manufacturer of such Hardware for any warranty or performance issues.

(f) Disclaimer. OTHER THAN THE FOREGOING WARRANTIES, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE HARDWARE, SOFTWARE AND THE SERVICES ARE PROVIDED “AS IS” AND COMTREND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, TO ANY PERSON OR ENTITY WITH RESPECT TO THE HARDWARE, SOFTWARE OR THE SERVICES. FURTHER, COMTREND DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE HARDWARE, SOFTWARE OR THE SERVICES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, COMTREND SPECIFICALLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO COMTREND AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY

(a) Limitation on Damages. CUSTOMER AGREES THAT, EXCEPT WITH RESPECT TO A BREACH BY COMTREND OF ITS OBLIGATIONS UNDER SECTION 6 (Confidential Information), IN NO EVENT WILL COMTREND’S MAXIMUM AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF: (i) THE FEES PAID BY CUSTOMER TO COMTREND HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING A CLAIM HEREUNDER; OR (i) TWO HUNDRED THOUSAND DOLLARS (US\$200,000), REGARDLESS OF WHETHER CLAIMS ARE BROUGHT UNDER TORT, CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

(b) Exclusion of Damages. EXCEPT WITH RESPECT TO (i) A BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER SECTION 6 (Confidential Information), (ii) DAMAGES INCLUDED IN CLAIMS THAT ARE THE SUBJECT OF A PARTY’S OBLIGATIONS UNDER SECTION 9 (Indemnification), AND (iii) A BREACH BY CUSTOMER OF THE SCOPE OF THE LICENSE GRANTED IN SECTION 2 (License and Services), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES) UNDER THIS AGREEMENT. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER CLAIMS BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE FORESEEABLE, WHETHER THEY ARE BROUGHT UNDER TORT, NEGLIGENCE, CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY AND WHETHER ANY REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

(c) Integral Element. The parties acknowledge that the limitations and disclaimers set forth in this Agreement were an integral element in the business arrangement between the parties. The pricing and other terms of this Agreement reflect this allocation of risk and the disclaimers and limitations of liability set forth herein.

9. INDEMNIFICATION

(a) Comtrend Indemnity. Subject to Section 9(c), Comtrend will defend, indemnify and hold harmless Customer and its officers, directors, shareholders, and employees from and against any and all third party claims, demands, suits, judgments, losses or expenses (including reasonable legal fees) arising directly or indirectly, in whole or in part, from or out of: (i) Comtrend’s gross negligence or willful misconduct; or (ii) a claim that Customer’s authorized use of the Software under this Agreement infringes

or misappropriates any copyright, trade secret, trademark or United States Patent (issued as of the Effective Date) of such third party. The indemnities provided in this Section 9(a) do not apply to any claims based on: (1) Customer's use of the Software in violation of this Agreement; (2) Customer's use of the Software in combination with any other software, hardware, network or system to the extent that the alleged infringement relates to such combination; (3) modifications to the Software made other than by Comtrend to the extent that the alleged infringement relates to such modification; or (4) Comtrend's compliance with Customer's instructions, designs or specifications to the extent the alleged infringement relates to such compliance (subsections (1) through (4) collectively, the "Excluded Claims").

(b) Customer Indemnity. Subject to Section 9(c), Customer will defend, indemnify and hold harmless Comtrend and its officers, directors, shareholders, and employees from and against any and all third party claims, demands, suits, judgments, losses or expenses (including reasonable legal fees) arising directly or indirectly, in whole or in part, from or out of: (i) Customer's gross negligence or willful misconduct; or (ii) the Excluded Claims.

(c) Conditions. The indemnification obligations under this Section 9 are contingent upon: (i) the indemnified party giving prompt written notice to the indemnifying party of any claim under this Section (provided, however, that failure to give such notification shall not affect the indemnification provided hereunder except to the extent, and only to the extent, that the indemnifying party shall have been actually prejudiced as a result of such failure); and (ii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim(s). The indemnifying party will assume sole control of the defense or settlement of a claim, provided that (1) the indemnified party shall be entitled to participate in (but not control) such defense and to retain its own counsel, at its own expense; and (2) the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified party or imposes additional obligations on the indemnified party, without the prior express written consent of the indemnified party.

(d) Potential Injunctions. If the use of the Software furnished to Customer is enjoined, or in Comtrend's opinion is reasonably likely to be enjoined, Comtrend, at its option and at no cost to Customer, may: (i) procure for Customer the right to continue using the Software; (ii) replace the allegedly infringing Software, or the affected part thereof, with functionally equivalent non-infringing Software, or parts thereof, as applicable; or (iii) modify the allegedly infringing Software, or part thereof, to make it non-infringing, but functionally equivalent. If Comtrend determines that none of the foregoing is commercially practicable, Comtrend may terminate this Agreement. This Section 9 sets forth Customer's sole rights and remedies with respect to any claim, suit or proceeding alleging that the Software infringes or misappropriates any third party rights.

10. MISCELLANEOUS

(a) Contacts for Notices. The parties' contacts for notices to be provided under this Agreement will be as set forth on the cover pages to this Agreement.

(b) Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by either party without the prior written consent of the non-assigning party (for the avoidance of doubt, a change in ownership representing fifty percent (50%) or more of the equity ownership of a party will be deemed to be an assignment under this Agreement). Notwithstanding the foregoing, Comtrend may assign this Agreement to any acquiror of all or of substantially all of Comtrend's equity securities, assets or business related to the subject matter of this Agreement. Any attempted assignment in violation of this Agreement will be void and without effect.

(c) Governing Law. This Agreement shall be governed by and construed under the laws of the State of California and the United States without regard to conflicts of laws provisions thereof. The parties

hereby submit to the jurisdiction of the State and federal courts located in Los Angeles County, State of California, and agree that such tribunals shall have exclusive jurisdiction and venue over all controversies in connection herewith. The parties exclude in its entirety the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

(d) Severability. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

(e) Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(f) Relationship of the Parties. The relationship of Comtrend and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement will be construed to give either party the power to direct or control the day-to-day activities of the other, constitute the parties as partners, franchisee-franchiser, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or otherwise give rise to fiduciary obligations between the parties.

(g) Force Majeure. Except for the obligation to make payments, neither party will be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, riots, acts of war, governmental regulations, communication or utility failures. The party seeking relief from the force majeure event shall promptly notify the other of the occurrence of such event.

(h) Entire Agreement; Amendments. This Agreement, including the Exhibits attached hereto constitute the entire, final, complete and exclusive agreement between the parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile copy of a manually signed signature to this Agreement will be deemed to be valid execution of this Agreement by the signator.

EXHIBIT A

FEES

1. SOFTWARE FEES

(a) Server Software licensing and use fees are defined by a separate pricing offer from Comtrend to Customer and Customer's purchase order once accepted by Comtrend and non electronic service agreement and terms of use is signed by both parties.

(b) Number of Licenses included by default may change at Comtrend's discretion, or by number of device licenses purchased by customer in a separately designating document, such as a purchase order once accepted by Comtrend and a non-electronic service agreement and terms of use is signed by both parties.

(c) Evaluation or Trial licensing carries no fees for the evaluation or trial period designated by Comtrend, or 60 days, depending on which ever one comes first, unless other than remote installation and configuration maybe required, at which Comtrend may define fees before they are performed or initiated.

EXHIBIT B

SOFTWARE; HARDWARE AND DOCUMENTATION

1. SOFTWARE

(a) TR-069-capable Server in the broadband network, responsible for auto-configuration of the CPE.

2. HARDWARE

(a) Not supplied by Comtrend, unless in a separate agreement it is provided and signed by both parties.

3. DOCUMENTATION

(a) User Manual

EXHIBIT C
PROFESSIONAL SERVICES

4. INSTALLATION AND CONFIGURATION

Comtrend's Responsibility :

Install and configure the ACS software applications on the server machine of Customer to enable production version once purchased, or evaluation version prior to purchase.

Upgrade the ACS software applications on the server machine of Customer.

Customer's Responsibility:

Maintain the hardware of the ACS server machine.

Install and update the Linux operating system CentOS, Scientific Linux 5 or Red Hat Enterprise Linux 5 (Including security update and bug fix) up to the Comtrend designated compatible versions, which may vary as compatibility of newer versions are released and verified.

Set up firewall rules to protect the ACS server.

Perform the daily backups of the runtime ACS Database and files saved or generated by the ACS software, or by its use.

5. TRAINING

- (a) Available upon request – may require a fee.

EXHIBIT D

TECHNICAL SUPPORT SERVICES

1. DEFINITIONS

(a) “Maintenance Release” means a product revision or patch that improves the functionality of the Software that does not contain any new features or enhancements. A Maintenance Release is not an Upgrade unless designated as such by Comtrend. Upon release of any Maintenance Release, such Maintenance Release will be considered to be Software for purposes of this Agreement.

(b) “Software Enhancements” means all enhancements (including Upgrades) to the Software which Comtrend develops and generally makes available at no extra charge to other licensees of Software who have paid for the Technical Support Services. Upon release of any Software Enhancements, such Software Enhancements will be considered to be Software for purposes of this Agreement.

(c) “Software Anomalies” means one or more reproducible deviations in the standard, unmodified Software from the Documentation set forth in Exhibit B.

(d) “Technical Support Services” means the services set forth in this Exhibit.

(e) “Upgrades” means a major upgrade to the Software designated by a change in the number to the left of the decimal point of the number appearing after the product name. Comtrend is the sole determiner of the availability and designation of a Maintenance Release as an Upgrade. Upon release of any Upgrade, such Upgrade will be considered to be Software for purposes of this Agreement.

(f) “Working Hours” and “Working Days” are defined by the Comtrend office or affiliate delivering the Technical Support Services, excluding Comtrend holidays.

2. DESCRIPTION OF TECHNICAL SUPPORT SERVICES

(a) Technical Support Services. Subject to the terms and conditions of the Agreement and solely during the time period set forth in Exhibit A, Comtrend will provide the Technical Support Services to Customer. Comtrend may use third party service providers to provide portions of the Technical Support Services.

(b) Maintenance Releases and Software Enhancements. During the time period set forth on Exhibit A, Comtrend will provide Customer with all Maintenance Releases and Software Enhancements. Upon Customer’s written request, Comtrend will provide the Maintenance Releases and Software Enhancements remotely to Customer’s Software server. In order for Comtrend to update Customer’s Software server, Customer must notify Comtrend in writing at a minimum of seven (7) days prior to the requested delivery date, and provide Comtrend with remote access to Customer’s Software server(s) to transfer the new files, a valid internet path must be available (requiring the Software server to have a route to it on a public IP address). Comtrend’s remote connections only come from the following static IP addresses: 220.128.128.235 and 220.128.128.236 and 209.234.159.160/27 and 208.253.249.144/28. Traffic from any other IP address may be blocked or rejected. Customer must provide Comtrend with the public IP address, user account and password for remotely accessing Customer’s Software server. SSH and HTTPS services must be allowed for Comtrend.

(c) Telephone Support. Comtrend will provide telephone access to Comtrend support personnel from Monday to Friday 9:00am – 6:00pm Pacific Time. Telephone support will be available to customer at the following number: 1-949-753-9640.

(d) Technical Services. Comtrend will make reasonable efforts to correct Software Anomalies that Customer identifies, classifies and reports to Comtrend and that Comtrend substantiates. Comtrend may reclassify Software Anomalies if it reasonably believes that Customer's classification is incorrect. Customer will provide sufficient information for Comtrend to enable Comtrend to duplicate the Software Anomaly before the response obligations will commence.

(e) Exclusions. Unless otherwise authorized in writing by Comtrend, Comtrend will not be required to correct any Software Anomalies caused by (i) incorporation or attachment of a feature, program or device to the Software, or any part thereof not provided by Comtrend; (ii) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification or enhancement of the Software not provided by Comtrend; (iii) Customer's failure to provide an installation environment recommended for the Software; (iv) use of the Software for other than the specific purpose for which the Software is intended; (v) use of the Software on any systems other than the specified hardware platform for such Software; (vi) if applicable, use of defective media or defective duplication of the Software; or (vii) failure to incorporate any Maintenance Releases or Software Enhancements previously released by Comtrend which corrects such Software Anomaly.

(f) Software Anomaly Response. Provided Software Anomaly reports are received by Comtrend during Working Hours, Comtrend will use reasonable commercial efforts to communicate with Customer about the Software Anomaly, via telephone or e-mail within five (5) working business days.

(g) Target Resolutions. Comtrend will use reasonable commercial efforts to resolve each Software Anomaly by providing either a reasonable workaround, a patch or a specific action plan for how Comtrend will address the problem and an estimate of how long it will take to rectify the defect. Comtrend agrees to support a given revision of the Software for the shorter of (i) twelve (12) months from the date such revision is superseded by the next sequential Upgrade; or (ii) until such revision is superseded by 2 sequential Upgrades. For example, Comtrend will support version 2.1 for the shorter of 12 months from the date version 2.2 or 3.0 (if 3.0 is the next sequential release) is released by Comtrend, or until version 2.1 is superseded by 2 sequential releases (2.2 and 2.3 or 2.2 and 3.0, as the case may be).

(h) Additional Support and Maintenance Fees. Comtrend reserves the right to charge Customer additional technical support fees at its then standard rates for Technical Support Services performed in connection with reported Software Anomalies which are later determined to have been due to hardware or software not supplied by Comtrend.

(i) Reinstatement of Technical Support Services. Reinstatement of lapsed Technical Support Services is subject to Comtrend then current reinstatement fees and applicable retroactive fees in effect on the date the reinstatement of Technical Support Services is ordered.

(j) Renewal of Support. Prior to the expiration of the current Technical Support Services period, Comtrend reserves the right to send Customer an invoice for renewal of the Technical Support Services pursuant to the terms, conditions and pricing then in effect. If Customer does not wish to renew the Technical Support Services, Customer must contact Comtrend prior to the expiration of the current Technical Support Services period in order to decline acceptance of the renewed Technical Support Services.