

SCHEDULE A

[SOFTWARE LICENSE AGREEMENT]

SUBNET SOFTWARE LICENSE

MAY 31, 2011

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY.

THIS AGREEMENT IS BETWEEN **SUBNET SOLUTIONS INC.** ("SUBNET") AND "YOU" (NAMELY, THE CUSTOMER LISTED ON THE ACCEPTED SUBNET ORDER ACKNOWLEDGEMENT APPLICABLE TO THE USE OF THE SOFTWARE DESCRIBED THEREIN ("SUBNET ORDER ACKNOWLEDGEMENT")).

YOU HAVE ASKED TO INSTALL AND/OR USE THE SUBNET SOFTWARE THAT ACCOMPANIES THIS AGREEMENT ("SOFTWARE"). BY CLICKING ON THE "I AGREE" BUTTON BELOW, INSTALLING AND/OR USING THE SOFTWARE, YOU ARE AGREEING (INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION WHICH YOU REPRESENT) TO BE BOUND BY AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS SUBNET SOFTWARE LICENSE, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED HEREIN ("AGREEMENT"). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU, AND THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE, DO NOT USE THIS SOFTWARE.

You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform and otherwise discharge all of your obligations hereunder. For the purposes of this Agreement, Software shall include any software updates, upgrades, add-on components, web services, fixes, patches, service packs, improvements and/or other supplements that SUBNET may provide to you or make available to you in connection with the Software after the date you obtain your initial copy of the Software, to the extent that such items are not accompanied by a separate license agreement or terms of use.

You acknowledge and agree that you are only being granted a license to use the Software and the Documentation specified in the SUBNET Order Acknowledgement in accordance with the limitations, and for the period specified, therein and that, for greater certainty, such license shall not be construed as to grant to you the right to use any other software, services or documentation of SUBNET or its suppliers, or to use or exploit the Software or the Documentation in any manner other than as expressly permitted by this Agreement and specified in the SUBNET Order Acknowledgement.

This Software may have been provided to you under the terms of a separate enterprise license agreement with SUBNET Solutions Inc. This Agreement is supplementary to, and does not amend, replace or supersede such enterprise license agreement. In the event of any conflict between the terms of this Agreement and such enterprise license agreement, the terms of such enterprise license agreement shall govern.

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement: "**Affiliate**" means any parent or subsidiary of a party, any company that has a parent company in common with a party, any person or entity that holds, directly or indirectly, an ownership interest of more than 50% of a party, any person or entity that controls or directs the management of a party, any entity in which a party holds, directly or indirectly, an ownership interest of more than 50%, or any entity with respect to which a party controls or directs the management; "**Authorized Users**" means the Personnel who are authorized by you to use the Software or Documentation, from time to time, in the manner as more particularly set out herein; "**Data**" means, in or on any media or form of any kind, any and all data or summarized data related directly to you and received, computed, developed or stored by the Software other than as a result of the normal operations of the Software; "**Device**" means anything either physical or virtual that the Software collects information from or sends information to; "**Documentation**" means the documentation, or any portion thereof, pertaining to the Software provided or made available by SUBNET to you in conjunction with the Software, and shall include any abridgement or condensed form of such manuals and documentation, and any other work derived therefrom; "**Permitted Users**" means the number of your Personnel, working from your or an Affiliate's owned or controlled equipment, who are permitted at the relevant time to use the Software hereunder. "**Personnel**" means a party's officers, employees, and independent contractors (provided such independent contractors have first agreed to abide by the confidentiality and use restrictions set out herein in respect of the Software and

Documentation); and "**Point**" means a reference to a piece of information and can also be a reference to another point.

LICENSE

Subject to the terms and conditions of this Agreement, and subject to the limits set forth in the SUBNET Order Acknowledgement, SUBNET hereby grants and you hereby accept, a non-exclusive, fully paid (upon SUBNET's receipt of the applicable fees set out hereunder) perpetual license to use the Software solely in connection with the number of Permitted Users, Devices and Points specified in the SUBNET Order Acknowledgement.

You may (subject to, and only to the extent of, the license rights granted to you in Section 2.1 above) grant sublicenses to the Software, with all of the rights contained in this Agreement except the right to grant further sublicenses, to your Affiliates, while such entities are your Affiliates.

You may provide access to, or copies of, the Documentation to your Authorized Users as necessary for, and in conjunction with, your authorized use of the Software, and may abridge or condense the Documentation in connection therewith, provided that the copyright to any derivative work shall belong to SUBNET and you shall reproduce with such copy or work any trade-mark, copyright and other notices, or any other indicia of ownership contained in, or associated with, the Documentation.

The rights granted in Section 2.1 are subject to the following restrictions: (i) you shall not share information about the Software or Documentation with any third party without the written consent of SUBNET; (ii) you shall not remove or alter any patent, trade-mark, copyright or confidential information notices, or any other indicia of SUBNET's or its suppliers' ownership of, or rights in,

the Software or Documentation; (iii) you shall not modify, change, alter or adapt the Software, or any portion thereof, or create or attempt to create any derivative works thereof, or do anything or permit anything to be done, so as to reverse engineer, disassemble, decompile, or otherwise attempt to derive, learn or access any source code, confidential information or trade secrets inherent in the Software; (iv) you shall not copy, use or disclose the Software or the Documentation in any manner or for any reason whatsoever other than for the purpose(s) expressly permitted by this Agreement; (v) you shall comply with all applicable laws when using the Software and Documentation (including, but not limited to export/import laws -- the Software may include encryption technologies that are subject to US export controls and you may not export the Software out of the United States of America or Canada without SUBNET's prior written consent).

The Software is licensed as single product(s). Its component parts may not be separated for use on more than one computing device unless expressly permitted by this Agreement.

You acknowledge and agree that there are no limits to the number of licenses or rights that SUBNET may grant to third parties in respect of the Software or Documentation. You acknowledge that the license to use the Software granted in Section 2.1 is an object code license only and that you shall not be entitled to gain access to the source code to the Software or modify or adapt the Software.

If the Software is supplied to you as an embedded system on a SUBNET supplied device, you may not (1) install or utilize software on the device that provides functionality in addition to the applications supplied by SUBNET, unless SUBNET has specifically requested that the third party software be installed as troubleshooting aids to be used only under SUBNET's direction, and (2) you may not access or use office automation or personal computing functions other than through SUBNET supplied applications.

UPGRADES

If the Software is labelled as an upgrade, you must be properly licensed to use the software identified by SUBNET as being eligible for the upgrade in order to use the Software. Software labelled as an upgrade replaces or supplements (and may disable) the software that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this Agreement.

If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used and transferred only as part of that single product package and may not be separated for use on more than one device.

THIRD PARTY SOFTWARE

You acknowledge that the Software operates in, connects to and/or interfaces with certain third party operating systems, applications and other software, that you are responsible for obtaining, installing, supporting and maintaining such software, and that SUBNET shall not, unless otherwise agreed to by the parties, be responsible for obtaining, installing, supporting or maintaining any such software.

You acknowledge that certain third party software is incorporated into the Software and that the such third party software is licensed to you as part of the Software and may be subject to additional terms as more particularly set out in the Exhibit to this Agreement, and that this Agreement does not grant you the right the use such third party software in any manner other than in connection with your authorized use of the Software in the manner provided herein and in compliance with the applicable additional terms as more particularly set out in the Exhibit to this Agreement.

REGISTRATION OF COPIES

SUBNET has designed the Software to prevent unlicensed use or copying of the Software. You agree that SUBNET may do so. In particular, use of the Software requires that you activate each instance of the Software by use of the installation key provided during the registration process. You shall treat the installation key(s) as the confidential information of SUBNET and shall only use same for the sole purpose of installing and activating the Software to enable you and your Authorized Users to make use of the Software in the

manner authorized herein. You shall not disclose the installation key(s) to any third party.

ARCHIVAL / BACK - UP COPIES

You shall be entitled to make a reasonable number of copies of the Software and/or Documentation for backup or archival purposes only. You may not use any backup or archival copy of the Software or Documentation for any purpose other than to replace an original copy if it is destroyed or becomes defective.

With regard to any and all copies of the Software and Documentation, you shall only make exact copies of the versions as delivered by SUBNET, you shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices as in the copy delivered by SUBNET, and all such copies shall be subject to the terms and conditions of this Agreement.

AUDIT FOR COMPLIANCE

SUBNET has the right, at its cost and at any time during the term of this Agreement, but not more than once per calendar year, to audit and inspect your, your Affiliates and your and their respective Authorized Users' use of the Software to verify compliance with the terms of this Agreement, provided that no such audit shall unreasonably interfere with your or your Affiliates regular daily operations. Such audit may be conducted by a third party professional agreeable to you, acting reasonably.

OTHER FEES

In addition to the fees payable for your use of the Software, you acknowledge that service, support and maintenance fees may be payable in respect of the provision of services (including, development, installation, support or maintenance services), all such fees being governed by the applicable services, support or maintenance agreement(s). The fees payable for your use of the Software hereunder do not include any applicable sales, use, excise, value-added or other taxes or duties; you are responsible for paying same. All prices are quoted and all payments shall be made in the currency specified in the SUBNET Order Acknowledgment; where no such currency is specified, then such payments will be made in US Dollars.

OWNERSHIP OF SOFTWARE / YOUR DATA

Other than as may be expressly provided herein, nothing in this Agreement shall be construed as granting either party any license or other right to use any intellectual or other property that such party may now or hereafter own, possess, or in which it may hold licensing rights.

Title to and ownership of the Software (including all source code) and Documentation and any modifications made thereto and any works derived there from and all intellectual property rights therein shall at all times remain with SUBNET and/or its suppliers. You shall not have any right, title or ownership interest in the Software or Documentation except the limited right to install and use the Software and Documentation as explicitly provided in this Agreement.

You are solely responsible for making and keeping backup copies of your Data and for applying the appropriate level of access rights to such Data. SUBNET shall not be responsible or liable for the deletion or accuracy of your Data, the failure to store, transmit, encrypt (or otherwise secure) or receive your Data, or the storage, transmission, encryption (or other security) or receipt of any other communication involving the use of the Software.

You acknowledge that the Software and Documentation contain valuable confidential information and proprietary technology of SUBNET and its suppliers. You agree that the Software and Documentation, other than through normal usage, shall be kept in strict confidence and not used for any purpose other than as permitted hereunder and shall not be disclosed to any third party except as required for you to operate the Software.

TERM & TERMINATION

The initial term of this Agreement shall commence on the earlier of your acknowledgment of its terms by clicking on the "I AGREE" button below, your installation of the Software or your use of the Software and continue thereafter, unless terminated in accordance with its terms.

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, if the other party materially breaches any term, provision, representation or warranty of this Agreement and such breach or default is not cured to the terminating party's reasonable satisfaction within such thirty (30) day period.

Within thirty (30) days after termination of this Agreement, you shall: (i) cease and desist all use of the Software and Documentation; and (ii) at SUBNET's option, either (a) return to SUBNET all full or partial copies of the Software and Documentation in your possession or under your control, or (b) destroy the Software and Documentation, including all versions, copies or expressions in any tangible form or medium in your possession or under your control, and provide SUBNET with written confirmation that the foregoing has occurred.

The obligations and rights of the parties pursuant Articles 7, 9, 10, 13, 14 and 15, and Sections 2.4, 11.3 and 11.4 hereof shall survive the termination or expiration of this Agreement.

REPRESENTATION AND LIMITED WARRANTY

Unless otherwise specified in the SUBNET Order Acknowledgement, Software shall, at the time of delivery, substantially conform to SUBNET's then current published software specification summary applicable to such Software for ninety (90) days after delivery. You acknowledge that the Software is of such complexity that it may have inherent defects. SUBNET shall attempt to correct documented, reproducible errors that its diagnosis indicates are caused by a defect in the Software, provided that you notify SUBNET of any such defect within ninety (90) days after delivery. SUBNET does not provide any warranty if Software's nonconformance is a result of your abuse, improper use, or modification of the Software, any other software with which it interacts or its operating environment.

EXCEPT AS EXPRESSLY SET OUT HEREIN SUBNET EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS CONCERNING THE SOFTWARE, INCLUDING ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR PERFORMANCE AND ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT THE SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS (INCLUDING, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION/COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, SURGICAL OR MEDICAL FACILITIES, LIFE SUPPORT OR WEAPONS SYSTEMS) AND THAT SUBNET SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR CONDITION OF FITNESS FOR SUCH PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED. THIS PARAGRAPH SETS FORTH YOUR SOLE REMEDY AND SUBNET'S SOLE LIABILITY IN RESPECT OF THE SOFTWARE.

SOFTWARE INDEMNIFICATION

SUBNET shall (i) indemnify, defend and hold you harmless in respect of any claim, suit or proceeding brought against you based solely on a claim that the Software infringes any enforceable copyright or trademark right in Canada or the United States of America of any third party or the use thereof for its intended purpose, constitutes an infringement of any claim of any United States patent (a "Claim"), provided you notify SUBNET promptly of such Claim in writing and SUBNET is given the right to control the defense of such Claim.

SUBNET shall have complete control over any such suit or proceeding including, without limitation, the right to settle same on your behalf on any

terms SUBNET deems desirable (in the sole exercise of its discretion) so long as it is at no cost to you. You shall have the right to be independently represented by counsel of your own choice and at your own cost. Subject to the limitations of liability contained herein, SUBNET agrees to pay such damages and costs finally awarded against you or payable pursuant to a settlement agreement (approved of by SUBNET) in connection with such suit or proceeding.

If the use of any of the Software may be enjoined as a result of any Claim or other action, SUBNET may, at its sole option and expense: (a) obtain for you the right to continue using the Software; or (b) modify the Software so that it no longer infringes; or (c) provide you with reasonable alternate Software, as applicable, providing substantially similar features, functions and capability; or (d) refund to you the license fees paid by you for the Software in the one (1) year period preceding the event giving rise to such action and you shall cease using the Software.

SUBNET shall have no liability hereunder for infringement claims based upon modifications by you, or on your behalf, to the Software, the combination of the Software with any other software, equipment, system or process or use of the Software other than as described in the Documentation and authorized hereunder.

The foregoing sets out the entire liability of SUBNET and the sole obligations of SUBNET to you in respect of any claim that the Software infringes any third party rights.

LIMITS OF LIABILITY

EXCEPT AS PROVIDED BELOW, SUBNET SHALL NOT BE LIABLE HEREUNDER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBILITY OR EXISTENCE.

EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL THE TOTAL AND CUMULATIVE LIABILITY OF SUBNET UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FINAL EVENT GIVING RISE TO SUCH LIABILITY.

NOTWITHSTANDING THE FOREGOING, THERE SHALL BE NO LIMITATION ON THE AMOUNT OF LIABILITY ARISING FROM SUBNET'S WILLFUL MISCONDUCT OR FRAUD.

U.S. GOVERNMENT LICENSE RIGHTS

Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

GENERAL

Assignment. You may not assign this Agreement, nor any aspect of the Software or Documentation, nor delegate any of your duties, in whole or in part, without the prior written consent of SUBNET.

Interpretation. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement shall be deemed to include reference to any and all subsections thereof. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

Entire Agreement; Order of Precedence. This Agreement, the SUBNET Order Acknowledgement and, where the Software has been provided to you under the terms of a separate enterprise license agreement, such enterprise license agreement together with all documents expressly referred to herein or therein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. In case of conflict the order of precedence of the documents constituting this Agreement shall be such enterprise license agreement, this Agreement then any other document that makes specific reference to this Agreement.

Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement. To the extent that you, without the prior written agreement of SUBNET, attempt to modify this Agreement by submitting to SUBNET (whether when ordering the Software or at any time before or after SUBNET's agreement to provide the Software to you) any documents which purport to modify this Agreement, or add additional or different terms or conditions, SUBNET does not agree to the inclusion of any such additional or different terms or conditions or any attempt by you to vary the terms and conditions of this Agreement. All such proposed modifications and/or additional or different terms or conditions shall be deemed rejected and shall form no part of the agreement between SUBNET and you regarding the subject matter of this Agreement. It is expressly agreed that the terms and conditions of this Agreement shall supersede the terms or conditions in any concurrently or subsequently provided purchase order or other document and no terms or conditions included in any such documents shall apply to the Software provided hereunder, notwithstanding acceptance by SUBNET of such purchase order, or execution or acknowledgment of same by SUBNET, unless such terms or conditions expressly amend or supplement this Agreement and such amendment or supplement is expressly agreed to in writing by SUBNET.

Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws in force in the Province of Alberta, Canada (without reference to conflicts of laws principles). The competent courts in Alberta, Canada shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. Each of the parties hereto irrevocably attorns and consents to the jurisdiction of such courts. The parties agree that the *United Nations Convention on Contracts for the International Sale of Goods* is specifically excluded from application to this

Agreement and that in no event shall this Agreement be governed by the conflict of laws rules of any jurisdiction.

Notice. Any notice or other document or communication required or permitted hereunder to the parties hereto shall be deemed to have been duly given only if in writing and delivered by any of the following methods: (i) internationally recognized courier service, to the address of the receiving party as set forth below or such other address as such party may dictate according to the notice provisions hereof; (ii) hand delivery to the person specified below or any other person so designated according to the notice provisions hereof; or (iii) facsimile directed to the person specified below at the facsimile number listed below, or such other person or facsimile number so designated according to the notice provisions hereof; with a copy of all such notices delivered to counsel specified below or as such party may dictate in accordance with the notice provisions hereof. Notices shall be deemed delivered when received by the party being notified. If to SUBNET, all notices shall be addressed and delivered to SUBNET Solutions Inc. #100, 45639 Manhattan Road S.E., Calgary, Alberta, T2G 4B3 Attn: President. If to you, all notices shall be addressed and delivered to the address specified for you on the SUBNET Order Acknowledgement.

Publicity. With your prior consent, SUBNET may use your name and logo in connection with any marketing, advertising, or other publicity.

Severability. If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

Third Party Rights Excluded. This Agreement is an agreement between the parties, and confers no rights upon any of their respective employees, agents, or contractors or any other person.

Waivers. No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

EXHIBIT

THIRD PARTY SOFTWARE

**PLEASE SEE HELP SECTION WITHIN SOFTWARE FOR COMPLETE LISTING
OF THIRD PARTY SOFTWARE TERMS**