

General Provisions of Product License and Sale Agreement

In consideration of PIKA providing Products to the Purchaser, the Purchaser agrees, for good and valuable consideration, to be bound to all the terms and conditions and other provisions as set out below.

1. DEFINITIONS

“Acceptance” PIKA’s acceptance of an Offer from the Purchaser shall result in a contract for the purchase of the Products at the price quoted in the Offer and shall be subject to these Terms and Conditions (defined below). PIKA does not accept any terms contained in any purchase order or other documents issued by Purchaser which are different from, conflict with, modify and/or add to these Terms and Conditions. PIKA’s execution of any other document issued by the Purchaser shall constitute only an acknowledgement of receipt thereof, and shall not be construed as an acceptance of any of the terms therein which are in conflict with these Terms and Conditions. Unless Purchaser has set forth each specific objection to these Terms and Conditions in a separate writing signed and dated by Purchaser and delivered to PIKA contemporaneously with Purchaser’s Purchase Order or other acceptance document, Purchaser shall be deemed to have included all of these Terms and Conditions in Purchaser’s Offer. Purchaser’s issuance of a Purchase Order or other document which purports to change or reject some or all of these Terms and Conditions by virtue of Purchaser’s standard form language, or otherwise, shall not be sufficient objection. Where Purchaser specifically objects to any of these Terms and Conditions, no contract shall be formed unless and until PIKA agrees to accept in writing Purchaser’s proposed modifications to these Terms and Conditions.

“Agreement” shall mean this General Provisions of Product License and Sale Agreement.

“Minimum Order Policy” means PIKA’s policy requiring orders be \$500 US or greater, and orders between \$500 US and \$1000 US are subject to a 10% processing fee.

“Offer” shall mean any purchase order or other form of offer issued by the Purchaser, including all online or web-based orders, that constitutes an offer.

“PIKA” means PIKA Technologies Inc., or one of its wholly owned subsidiaries, PIKA Technologies Europe BV, or PIKA Technologies USA Inc., as specified in the applicable order acknowledgement and /or invoice issued by PIKA for the Products.

“PIKA’s Plant” means 535 Legget Drive, Suite 400, Ontario, Canada, K2K 3B8.

“Products” means the hardware and/or software and/or services specified in the Purchase Order.

“Purchase Order” shall mean the purchase order issued by the Purchaser and accepted by PIKA for certain specified Products.

“Purchaser” shall mean the party named in the Purchase Order and applicable Quote(s).

“Quote” shall mean a specific sales quotation issued by PIKA to the Purchaser offering certain specified Products.

“Site” shall mean the Purchaser’s facility to which delivery of the Products is to be made pursuant to the Purchase Order.

“Terms and Conditions” shall mean all of the terms and conditions contained in this General Provision of Product License and Sale Agreement.

2. PRICE - The purchase price to the Purchaser for the Products (hereinafter referred to as “Purchase Price”) shall be as set forth in the Purchase Order, plus a 10% processing fee for any low volume orders (between USD500 and USD1000) in accordance with PIKA’s Minimum Order Policy.

3. TAXES AND DUTIES - All sales, use, consumption, turn-over, value added, excise and other taxes or levies and customs charges levied or imposed by any level of government, foreign or domestic, other than those included in and stated

as forming part of the Purchase Price, shall be the sole responsibility of the Purchaser and shall be paid in addition to the Purchase Price herein specified.

4. **DELIVERY** - Unless otherwise stated in the Purchase Order, all hardware Products are sold F.C.A. PIKA's Plant (Inco Terms 2010) and delivery of such Products to carrier constitutes delivery to the Purchaser (hereinafter referred to as "Delivery"). Delivery of the Products is subject to Purchaser's account being in good standing.
5. **PAYMENT** - Invoices shall be submitted upon Delivery of Products or rendering of service and, on approved credit, payment shall be made within thirty (30) days of the invoice date. PIKA reserves the right to charge interest at a rate of one (1%) percent per month on the balance of any amount remaining unpaid for more than thirty (30) days after said date.
6. **RISK OF LOSS** - Risk of loss of or damage to the Products shall pass to the Purchaser upon Delivery.
7. **TITLE** - Subject to the provisions of Article 15 (Intellectual Property Rights and Software License), title to all Products (other than software) shipped by PIKA hereunder shall remain in PIKA until such time as the Purchaser has paid in full the Purchase Price therefor and any other amounts due hereunder.
8. **INSTALMENT SHIPMENTS** - PIKA reserves the right to make delivery in instalments, and all such instalments will be separately invoiced and paid for when due, without regard to subsequent delivery. Delay in delivery of any instalment will not relieve the Purchaser of its obligations to accept remaining deliveries.
9. **EXCUSABLE DELAYS** - Non-performance or delay in performance by PIKA hereunder shall be excused if caused by strikes, fires, riots, accidents, acts of God, compliance with Government regulations and orders, theft, delays of carriers or suppliers, *force majeure*, or any other causes beyond PIKA's reasonable control which affect the receipt of materials or the manufacture or delivery of the Products.
10. **INSPECTION AND ACCEPTANCE** - The Products shall be conclusively deemed to have proven satisfactory upon delivery and inspection unless the Purchaser notified PIKA in writing of any discrepancies within ten (10) days from receipt by the Purchaser of the Products. Thereafter, the Purchaser's sole rights with respect to defects or discrepancies in the Products shall be determined in accordance with the provisions of Article 11 (Warranty).

11. **WARRANTY**

(a) PIKA warrants that all hardware Products supplied, exclusive of software, consumable and expendable materials, are free of defects in material and workmanship and conform substantially to PIKA's technical specification, description or offer under proper use, operation, maintenance and service during the warranty period listed below for the applicable Product. PIKA will provide the necessary parts and/or labour to repair or replace (at its option) any element of the hardware Products so warranted in which, to PIKA's reasonable satisfaction, a defect appears within the period of time for the specific PIKA Product noted below from date of shipment, subject to prompt notice being given, and the Products being shipped, carriage paid, to PIKA's Plant. Such Products will be returned by PIKA, at Purchaser's risk and cost.

InLine	3 months	InLineMM	36 months
Daytona	3 months	DaytonaMM	36 months
PrimeNet	3 months	PrimeNetMM	36 months
Vengines (for PrimeNet and Daytona)	3 months	Vengines (for PrimeNetMM and DaytonaMM)	36 months
Trans4M	3 months	Digital HMP Boards	12 months
Power Supplies and other accessories	3 months	Analog HMP Boards	12 months
PIKA WARP, Modules and Accessories	12 months	Gateway	36 months
PIKA μ WARP	12 months		

(b) PIKA warrants the Software where applicable, in accordance with the PIKA Software License Agreement attached hereto as Appendix A.

(c) The foregoing warranties are given by PIKA in lieu of any other warranty, representation or condition, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, arising in law or otherwise in respect of the Products supplied under this Agreement.

12. PROPER USE AND INDEMNIFICATION - The Product is not intended for use in any nuclear, non-passive aviation, mass transit, medical or life support application or in any inherently dangerous application. The Purchaser agrees to refrain from the use of the Products in any such application, and will indemnify, defend and hold harmless PIKA from and against any and all claims or damages arising out of any such use.

13. LIMITATION OF LIABILITY

(a) The sole remedies of the Purchaser are those stated herein and PIKA's liability to the Purchaser shall be limited to said remedies, specifically excluding all liability for any or all non-immediate, unforeseeable, special, indirect, incidental or consequential cost, loss, or damages, including but not limited to loss of data, use, revenues or profits howsoever caused or incurred, for any reason whatsoever.

(b) PIKA's maximum amount of liability under this Agreement, including any indemnities provided hereunder, shall be limited to a maximum amount equal to the Purchase Price of the Products as specified in the Purchase Order.

(c) Any PIKA Products which are sold for the purpose of fraud prevention or with security features (such as the PIKA μ Firewall and other products based on the PIKA WARP or PIKA μ WARP platforms) are designed to enhance network security measures. Given the intentionally malicious nature of hacking and fraud, such Products cannot be and are not provided with any warranty or guarantee of effectiveness. Without limiting the generality of subsections 11(c), 13(a) or 13(b) above, in no event will PIKA be liable for damages (whether direct or indirect, foreseeable or unforeseeable) which are incurred by the Purchaser or any end users of any PIKA Products in connection with any fraudulent, malicious, intentional, or other such actions.

14. CONFIDENTIALITY OF PROPRIETARY INFORMATION - Any software, firmware, documents or information indicating that it is proprietary to PIKA or its suppliers (hereinafter referred to as "Proprietary Information") which is disclosed to the Purchaser under this Agreement shall be received in confidence by the Purchaser. Purchaser further agrees to comply with and maintain all instructions and legends affixed or accompanying such Proprietary Information.

15. INTELLECTUAL PROPERTY RIGHTS AND SOFTWARE LICENSE

(a) All title and interest in any software and/or firmware that is a Product or is included in the Products (hereinafter referred to as "Software") and any and all trade secrets, trademarks, trade names, copyrights, patents and any other intellectual property rights in the Products and in any Proprietary Information disclosed by PIKA hereunder remain at all times with PIKA. Except as expressly permitted under this Agreement, no license under any trade secret, trademark, trade name, copyright, patent or other intellectual property right is granted or can be implied by this Agreement or any sale, use or license of Products hereunder or by disclosure of any Proprietary Information by PIKA. The Purchaser shall have no right to copy, modify or manufacture any Products or parts thereof.

(b) Software, if delivered under this Agreement, is licensed not sold. PIKA does not transfer ownership of the Software (which shall remain solely with PIKA or its licensors) but grants the Purchaser a license to use the Software in accordance with, and subject to Purchaser's acceptance of, the term and conditions set out in Appendix A. In particular, except for making a backup copy or as expressly permitted by law, Purchaser shall not (a) modify, reproduce, copy, reverse engineer, decompile or disassemble all or any portion of the Software, (b) distribute, market, disclose, rent, lease or create derivative works, or sublicense the use of, the Software to any third party, or (c) permit or authorize anyone within Purchaser's reasonable control to do any acts in (a) or (b).

16. TERMINATION

(a) **Termination for Cause:** If the Purchaser defaults in the performance of any provision of this Agreement, then PIKA may give written notice to the Purchaser that if the default is not cured within thirty (30) days, the Agreement will be terminated. If

PIKA gives such notice and the default is not cured during the thirty (30) day period, then the Agreement shall automatically terminate at the end of that period.

(b) Termination for Insolvency: This Agreement shall terminate, without notice, (i) upon the institution by or against the Purchaser of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Purchaser's debts, (ii) upon the Purchaser's making an assignment for the benefit of creditors, or (iii) upon the Purchaser's dissolution or ceasing to do business.

For the purposes of clarity, termination of the Agreement pursuant to paragraphs (a) or (b) above, is limited to Products which are undelivered on the effective date of such termination.

(c) Survival: The provisions of the Articles 12 to 20 of this Agreement shall survive termination of this Agreement.

17. DISPUTE RESOLUTION - Except as otherwise expressly provided hereunder, any dispute or controversy arising in connection with this Agreement which cannot be settled by mutual or amicable agreement shall be finally settled in accordance with and subject to the provisions of the Rules of Conciliation and Arbitration of the International Chamber of Commerce and shall be heard in Ottawa, Ontario, Canada and the language of arbitration shall be English.

18. LAW – This Agreement and all sales pursuant to it will be governed by the laws of the Province of Ontario without reference to any applicable principles of conflicts of law which would direct the application of the laws of another jurisdiction. The United Nations Convention on the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods and the Protocol amending the 1974 Convention, as may be amended from time to time, shall not apply to this Contract. Any suit hereunder shall be brought in the Province of Ontario and the Purchaser hereby consents and attorns to the jurisdiction thereof.

19. NON-EMPLOYMENT AND NON-SOLICITATION – During the term of this Agreement and for a period of one (1) year after the termination hereof, each party agrees that it shall not employ or attempt to employ, by solicitation or otherwise, either directly or indirectly, any employee of the other party, without that party's prior written consent.

20. MISCELLANEOUS

(a) Subject to the terms of any Quote and/or any general terms agreement entered into between Purchaser and PIKA in conflict with the terms hereof, this Agreement, including any Appendices attached hereto, is the complete agreement between the parties with respect to the subject matter herein, and supersedes and cancels all prior understandings, negotiations, letters, acceptances, agreements and contracts, whether written or oral, and may only be modified in writing, signed by both parties.

(b) The waiver of any breach or default under this Agreement shall not constitute the waiver of any subsequent breach or default.

(c) The Purchaser may not assign this Agreement without the prior written approval of PIKA.

(d) The Parties confirm their express wish that this Agreement and all documents related thereto be in the English language.

APPENDIX A – PIKA Software License Agreement (Revised May 2011)

IMPORTANT – READ CAREFULLY

This PIKA Software License Agreement constitutes a legal agreement ("License Agreement") between you and PIKA Technologies Inc. or, if specified on the order acknowledgement or invoice issued by PIKA for the Software Products, one of its wholly owned subsidiaries, PIKA Technologies Europe BV., or PIKA Technologies USA Inc. ("PIKA") for the Software Products identified below.

This License Agreement covers the following software, media, and accompanying on-line or printed documentation ("Documentation") distributed by PIKA:

"Binary Form Software Products" - software distributed in binary form and maintained in binary form after installation including, without limitation, the binary form software listed in Schedule A hereto and/or the applicable Purchase Order.

"Source Form Software Products" - software distributed in source form and maintained in source form after installation including, without limitation, the source form software listed in Schedule A hereto and/or the applicable Purchase Order.

"Software Products" as used herein shall mean Binary Form Software Products and/or Source Form Software Products including any software downloaded by you from any PIKA website including, without limitation, PADS (PIKA Application Development Suite).

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Subject to this License Agreement, PIKA grants to you a personal, nonexclusive, non-transferable license to install and use the Software Products strictly for your own internal business purposes. You may have, and also agree to abide by, any additional or different rights, obligations, and restrictions with respect to any Software Products distributed under third party license agreements such as open source software.

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Subject to this License Agreement, PIKA grants to you a personal, nonexclusive, non-transferable license to install and use the applicable Binary Form Software Products on a multiple user basis for the sole purposes of designing, developing, testing, and deploying application programs which you create.

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Certain features in the Binary Form Software Products are protected through a software registration mechanism; in order to activate these features, registration keys must be purchased from PIKA and installed on the target computers. The use of unauthorized software that circumvents the registration mechanism is strictly prohibited and use of such software automatically voids any license for the Binary Form Software Products.

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PAYMENTS

You shall pay to PIKA the Purchase Price for the Software Products covered by this License Agreement as set forth in PIKA's quote and/or your accepted purchase order for such Software Products.

You shall pay, and hereby indemnify PIKA against, and agree to protect, save and keep harmless PIKA from any and all fees (including, without limitation, license, filing, recording, documentation and registration fees), taxes (including, without limitation, tax in respect of added value and any franchise, transfer, sales, use, business, occupation, excise, personal property, real property, income, gross receipts or stamp tax), levies, imposts, duties or governmental charges, assessments or withholdings of any nature whatsoever, however imposed, withheld, levied or assessed, together with any and all penalties, fines, other additions to tax and interest thereon (collectively, "Taxes", and each, a "Tax") imposed by any country, by any governmental or taxing authority or political subdivision thereof or therein, by any territory or possession thereof, or by any international authority or other taxing authority (hereinafter, a "Taxing Authority") upon or with respect to the licensing of the Software Products under this License Agreement.

You agree that each payment hereunder shall be free of all withholdings imposed by any jurisdiction of any nature whatsoever, and if any such withholding is required, you shall pay an additional amount such that, after the deduction of all amounts required to be withheld, the net amount of the Purchase Price or such other payment actually received by PIKA for the Software Products will equal (on an After Tax Basis) the amount of the Purchase Price for the Software Products or any such other amount that would be due absent such withholding.

In the case of non-payment by you within a delay of thirty (30) days following receipt of an invoice sent by PIKA or as provided under this License Agreement, all outstanding amounts shall bear interest at the one (1%) per month and shall be payable on demand.

If the foregoing indemnification provisions are for any reason held by a court of competent jurisdiction to be fully or partially unenforceable, you agree that all amounts otherwise subject to this indemnification obligation shall constitute an additional grossed-up amount which shall then be added by PIKA to, and constitute a fundamental part of, the Purchase Price hereunder and shall be paid to PIKA by you immediately upon demand.

LIMITED WARRANTY

PIKA warrants for a period of ninety (90) days from the date of your purchase of the Software Product license, that the Software Products (excluding any Software Products licensed at no charge and/or licensed under third party license agreements, such as open source software, which are all provided as is, without warranty, representation or condition), as may be updated and when properly used, will perform substantially in accordance with the accompanying written materials and the Software Products media will be free from defects in materials and workmanship.

PIKA's and its suppliers' entire liability and your exclusive remedy shall be, at PIKA's option, either (a) return of the Purchase Price paid, or (b) repair or replacement of the Software Products that does not meet PIKA's Limited Warranty and which is promptly returned to PIKA. This Limited Warranty is void if failure of the Software Products has resulted from accident, abuse, misapplication or modification other than by PIKA. Any replacement Software Products will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

PIKA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

LIMITATION OF LIABILITY

IN NO EVENT SHALL PIKA, OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR ANY OTHER FINANCIAL LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE THE SOFTWARE PRODUCTS EVEN IF PIKA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, PIKA'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE OF THE APPLICABLE SOFTWARE PRODUCTS.

TERMINATION

Without prejudice to any other rights, PIKA may terminate this License Agreement if you fail to comply with the terms and conditions of this License Agreement. In such event, you must, as directed by PIKA, either return to PIKA, or destroy all copies of the Software Products.

GENERAL PROVISIONS

This License Agreement may only be modified in writing signed by you and an authorized officer of PIKA. If any provision of this License Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

This License Agreement shall be construed, interpreted and governed by the laws of the Province of Ontario, Canada. PIKA reserves all rights not specifically granted in this License Agreement.

Schedule A

Software Products	Binary / Source	Applicable License
MonteCarlo DSP (which may also be referred to as MC, DSP, MonteCarlo DSP, AoB and AllOnBoard or any combination of these or similar terms as may be used in the actual software or related media and Documentation)	Binary	PIKA License
AllOnBoard drivers (Daytona, Primenet, Inline)	Binary	PIKA License
sample code for AOB	Source	BSD
MonteCarlo HMP User Mode (which may also be referred to as MonteCarlo AoH, HMP, AOH, AoH and AllOnHost or combination of these or similar terms in actual software or related media and Documentation)	Binary*	GPL or BSD
MonteCarlo GrandPrix	Source	GPL or BSD
oSIP	Binary *	LGPL
CppUnit	Source	LGPL
HSP	Binary	PIKA License
Board device drivers: FXO/Trunk, FXS/Phone, Digital	Source	GPL
sample code for AOH	Source	BSD
WARP appliance device drivers (LCD/BRIe, FXO, FXS)	Binary*	GPL
PIKA Asterisk channel drivers (chan_pika)	Source	GPL

PADS (PIKA Application Development Suite): Software downloaded using the PADS tool on PIKA's website may include some of the above software and the applicable license agreement shall be in accordance with the above. Any additional PIKA software downloaded from the site, not listed above is provided under the BSD license agreement. Any third party software downloaded using the PADS tool is subject to the applicable third party license agreement.

NOTES:

"PIKA License" means the PIKA Software License Agreement in the license.txt file which is included in product installation package.

"BSD" means the BSD License found at <http://www.opensource.org/licenses/bsd-license.php>

"GPL" means the GNU General Public License found at <http://www.gnu.org/licenses/gpl.html>

"LGPL" means the GNU LESSER GENERAL PUBLIC LICENSE found at <http://www.gnu.org/licenses/lgpl.html>

* Source code is available upon request