6WIND END USER PERPETUAL LICENSE AGREEMENT

THIS AGREEMENT is made and entered into by and between **6WIND S.A.**, a company duly organized and existing under the laws of France and having offices at Immeuble Central Gare, 1 place Charles de Gaulle, 78180 Montigny le Bretonneux ("6WIND") and the End User or Licensee.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. DEFINITIONS

The following terms whenever used in this Agreement shall have the meaning herein assigned to them:

"Confidential Information" means any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary" at the time of such disclosure. The Parties acknowledge that the Software and Documentation and the terms of this Agreement are Confidential Information of 6WIND.

"Costs" is defined in Section 9.1 below.

"Documentation" means 6WIND written documents that are provided by 6WIND with and in support of the Software.

"Effective Date" is defined in Section 6.1 below.

"Engineering Consulting Services" is defined in Section 3 of the Maintenance Agreement.

"Error" means any malfunction which prevents the documented functionalities of the Software being used in operating conditions compliant with the Documentation and this Agreement when executing on the Reference Platform.

"Error Correction" is defined in the Section 5 the Maintenance Agreement.

"License" means license to use the Software under the specific terms and conditions of this Agreement.

"Maintenance Agreement" means a separate agreement for the maintenance of the Software executed by 6WIND and End User.

"Maintenance Release" means any release of the Software and Documentation containing corrections of Errors to the Software. A Maintenance Release shall change the z numeral of a release version x.y.z.

"Maintenance Services" means the delivery of Updating Service, Upgrading Service and Error Correction Service.

"Major Release" means any release of the Software and Documentation containing architecture changes to the Software. A Major Release shall change the x numeral of a release version x.y.z.

"Master Copy" means a copy of the Software that can be used by End User to duplicate the Software.

"Minor Release" means any release of the Software and Documentation containing functionality enhancements of the Software. A Minor Release shall change the y numeral of a release version x.y.z.

"Modification(s)" means all improvements, modifications or adaptations to any part of the Software.

"Object Code" means a binary representation of a series of program instructions in machine language resulting from the translating and/or compiling of the Source Code for purposes of machine execution.

"Party" or "Parties" means 6WIND and/or End User.

"Point of Contact" means a person working at the End User organization, solely allowed to contact 6WIND maintenance engineers. Should this person be unavailable, he/she would be replaced by the Secondary Point of Contact. Names and coordinates of these two persons are listed in the Purchase Order. End User may change these contacts by simply notifying 6WIND, provided that these persons have already attended a training delivered by 6WIND.

"Publicly Available Software" means each of: (a) any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software (e.g. Linux) or similar licensing or distribution models; and (b) any software that requires as a condition of use, modification and/or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in Source Code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge. Publicly Available Software includes, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (1) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (2) the Artistic License (e.g., PERL); (3) the Mozilla Public License; (4) the Netscape Public License; (5) the Sun Community Source License (SCSL); or the (6) BSD Open Source License.

"Purchase Order" means is a commercial document issued by End User to 6WIND or to a 6WIND's reseller, indicating Software Licensed by End User, Software options, number of Units of the Software ordered, Reference Platform, Point of Contact, payment terms and agreed Royalty pricing for Software.

"Reference Platform" means a computer board or system on which the Software is used by End User for which 6WIND provides Maintenance Services.

"Royalties" or "Royalty" means the royalties payable by End User under Section 5 and Purchase Order.

"Software" means 6WIND computer software programs and any Updates and Upgrades thereto provided by 6WIND pursuant to this Agreement. A list of the Software components licensed by End User and the form under which the Software components are delivered to End User is provided in the Appendix.

"Source Code" means documentation for a software program as written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into Object Code for operation on computer equipment through assembly or compiling.

"Source Code Tools" means components of the Software, if any, provided in Source Code as specified in the Appendix.

"Unit" means an instance of the Software used by End User.

"Updates" means Maintenance Releases and Minor Releases.

"Upgrades" means Major Versions.

"Updating Service" is defined in Section 4 of the Maintenance Agreement.

"Upgrading Service" is defined in Section 4 of the Maintenance Agreement.

2. GRANT OF LICENSE

2.1 Subject to the provisions and conditions set forth in this Agreement and the timely payment of all applicable Royalties and other amounts payable hereunder, 6WIND hereby grants to End User a nonexclusive, nontransferable and royalty-bearing license to:

    i   Replicate implementation of Software delivered in Object Code form using the Master Copy within End User's organization;

    ii   Use, if any, the Source Code Tools, within End User's organization; and,

    iii   Train internal users within End User's organization on implementation of Software.

2.2 Except as expressly permitted by the license terms of Publicly Available Software that is delivered with the Software, End User shall have no right to use Software, Documentation, or any part thereof, for any other purpose than specified in Section 2.1 above and, without limiting the generality of the foregoing, End User may not:

    i   Distribute Software directly or through a distribution chain to external users outside End-User's organization;

    ii   Make Modifications to the Software;

  iii Reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in the Software that is provided to End User in Object Code form;

  iv Directly or indirectly license, sell, lease, distribute or loan the Software or Documentation, in whatever form;

  v Reproduce the Software or Documentation in any form whatsoever, except as expressly permitted by this Agreement; a reasonable number of back-up or archive copies are permitted in that context subject to the restrictions contained herein;

  vi Use the Software or Documentation to create any product competing with the Software;

  vii Use or sublicense the Software for the purposes of third parties, other than permitted under this Agreement;

  viii Distribute, if any, the Source Code Tools outside End User's organization.

2.3 Except as expressly permitted herein, End User shall have no right under this license to take any action, and End User agrees not to take any action, that would require End User to distribute or make available to a third party any Source Code of the Software, including, if any, the Source Code Tools.

2.4 Except for the licenses and rights expressly granted to End User in Section 2.1 End User acquires no other licenses or rights in or to the Software and Documentation, and no such licenses or rights shall be construed. End User shall not, nor permit any other person to, sublicense, use, copy, modify, distribute or disclose the Software or Documentation except as expressly permitted by this Agreement.

2.5 End User may use sub-contractors for the tasks referred to in Section 2.1 above on the following conditions:

  i End User shall be responsible and liable for any breach of this Agreement resulting from sub-contractor's actions and shall indemnify, defend and hold 6WIND harmless from any direct or indirect Costs based on a breach of this Agreement resulting from End User's use of a sub-contractor; and

  ii The subcontractor shall be bound in writing to protect the Software, the Documentation and 6WIND's Confidential Information with protections at least as restrictive as those contained in this Agreement.

3. DELIVERY OF THE SOFTWARE

3.1 Within five (5) business days after the receipt, by 6WIND, of an accepted Purchase Order for the Software, 6WIND shall deliver a Master Copy of the Software and any Documentation to End User.

3.2 Software and any Documentation shall be delivered via electronic means by download from 6WIND's website. The delivery is deemed to have been made on the date when End User is notified of availability for download of the Software and Documentation on the website.

4. MAINTENANCE

4.1 Maintenance Services for the Software shall be provided to End User as set forth in the 6WIND Maintenance Agreement.

5. ROYALTIES

5.1 For each Unit of the Software, End User shall pay 6WIND a Royalty for the amount, and with payment terms, as specified in the Purchase Order. The Royalty is subject to annual pricing revision.

5.2 End User will have the right to use the number of Units of the Software End User has paid a Royalty for. In case the number of used Units of the Software reaches the number of Units of the Software End User has paid a Royalty for, End User will provide a new Purchase Order to 6WIND to increase the maximum number of Units of the Software End User is authorized to use.

5.3 In case End User fails to pay Royalties when due, all outstanding sums shall become immediately payable without prejudice to any other rights or recourse open to 6WIND; End User shall be obligated to pay in

addition thereto: (i) The amount of 1.50% interest per month, or the highest rate permitted by applicable law, whichever is less, on any outstanding account balance; and (ii) any costs related to collect amounts due to 6WIND, including but not limited to attorney fees. 6WIND reserves the right to suspend the performance of its Maintenance Services and Engineering Consulting Services until the payment has been made in full.

5.4 End User shall keep and maintain all books and records (in accordance with generally accepted accounting procedures ("GAAP") consistently applied) concerning all transactions relating to this Agreement to determine the quantity of used Units of the Software and shall permit 6WIND or an independent auditor selected by 6WIND to inspect all such books and records. Any such inspection shall be conducted at reasonable times and after reasonable notice and only once per year. If any such review by 6WIND or auditor's report shows End User's calculation of the number of used Units of the Software is inaccurate in excess of five (5) per cent End User shall immediately pay, in addition to any underpayment amounts discovered, the auditor's fees but otherwise 6WIND shall be responsible for such fees. End User and 6WIND will update the terms of the Agreement, to increase the maximum number of Units of the Software and any Fees for such increase, within thirty (30) days after the end of the audit.

5.5 End User is liable for all taxes (including sales, use, property, excise, value added and gross receipts but not including taxes based on 6WIND's net income) and import duties and fees levied on used Units of the Software. End User agrees that if any of the foregoing is paid by 6WIND, End User shall reimburse 6WIND for the amount paid plus any related expenses incurred and interest assessed. In the event that End User is prohibited by law from making such payments unless such deductions are made or withheld there from, then End User shall be entitled to withhold these amounts, provided however that End User duly proves to 6WIND that these deductions are indeed income tax payments made on behalf of 6WIND, and that End User provides 6WIND with an official receipt issued and stamped by the relevant tax authorities.

6. TERM AND TERMINATION

6.1 This Agreement shall be deemed to have been entered into on the date of delivery of the Software by 6WIND to End User ("Effective Date") and shall remain in force unless sooner terminated according to provisions below.

6.2 This Agreement may be terminated immediately by either Party by written notice to the other Party in any of the following events:

    i   if the other Party is in breach or default of any of the material terms or conditions of this Agreement and shall fail to remedy such breach or default within thirty (30) days of receipt of a written notice from the other Party asserting the breach or default, or

    ii   if the Party's performance is delayed in accordance with the provisions of Section 16.3 below; or by 6WIND, in the case of non-payment of Royalties by End User giving rise to an election to terminate.

6.3 Termination of the Maintenance Agreement shall not be deemed to form a cause for termination of this Agreement.

7. EFFECTS OF TERMINATION

7.1 In the event of termination of this Agreement for whatever reason, and on the date of such termination:

    i   End User shall cease to use the Software;

    ii   End User shall (a) deliver the Software (including, without limitation, the Master Copy) and Documentation to 6WIND at End User's expense, and/or (b) destroy any copies of Software (including, without limitation, the Master Copy) and Documentation and deliver to 6WIND a certificate of comprehensive destruction.

    iii   Maintenance Services and Engineering Consulting Services will terminate.

7.2 Any termination of this Agreement shall be without prejudice to the accrued rights of the Parties under this Agreement. The following Sections shall survive the termination of this Agreement: 1, 5.1, 5.3, 5.5, 7, 8, 9, 11, 12, 14, 16.1, 16.4, 16.5, and 16.7.

8. PROPRIETARY RIGHTS

8.1 End User is hereby on notice that the Software may contain Publicly Available Software, and as such may create an obligation on behalf of End User with respect to such software. The Software that contains Publicly Available Software is identified in all Software deliveries.

8.2 End User hereby acknowledges that 6WIND or its licensors own all intellectual property rights, including without limitation all patents, copyrights, trade secrets and moral rights relating to the Software and Documentation. This Agreement does not assign any of 6WIND's intellectual property rights to End User. End User may not use any trademarks, service marks or logos of 6WIND without the express written permission of 6WIND.

8.3 End User agrees to take all measures necessary to protect the rights of 6WIND and its licensors in the Software, both internally and with any third parties. End User may not remove any proprietary notices on the Software or Documentation.

9. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

9.1 6WIND agrees to indemnify, defend and hold End User harmless from and against all reasonable costs, damages, fees, penalties, fines and expenses (including reasonable attorneys' fees) (collectively, "Costs") incurred by End User pursuant to a final award, judgment or settlement amount with respect to a claim that a part of the Software provided by 6WIND which is proprietary to 6WIND (the "6WIND Original Software"), as delivered, infringes or violate a copyright, patent, trademark, trade secret or other intellectual property rights brought against End User in Europe, United States, Canada, Israel, Korea, Japan or any other country in which 6WIND is currently selling its products (collectively, the "Indemnified Territory").

9.2 The foregoing indemnification is subject to the following conditions: (i) End User must notify 6WIND of any claim of infringement within fifteen (15) calendar days following knowledge of any such claim, threatened or actual; (ii) 6WIND has sole control of the defense and all related settlement negotiations with respect to the claim; and, (iii) End User provides all reasonably requested assistance, information and cooperation for the defense against such claim, at 6WIND's expense. 6WIND shall have no liability to End User under this Section if any infringement is based upon End User's use of the 6WIND Original Software in combination with any software not furnished by 6WIND, if the 6WIND Original Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon Modifications of the 6WIND Original Software by End User

9.3 If a final injunction is obtained against End User's use of the 6WIND Original Software in an Indemnified Territory by reason of such infringement, or if in 6WIND's opinion the 6WIND Original Software is likely to become the subject of a claim for such infringement, 6WIND shall, at its sole option and expense: (i) obtain the right for End User to use the 6WIND Original Software; (ii) replace the 6WIND Original Software with a functionally equivalent product which is non-infringing; (iii) modify the 6WIND Original Software to be non-infringing and functionally equivalent; or, (iv) if, in 6WIND's opinion, none of the foregoing options are available, then 6WIND shall refund a pro rata portion of the Royalties paid by End User for that part of the 6WIND Original Software no longer able to be used.

9.4 The remedies set forth in this Section 9 shall be End User's sole and exclusive remedies in the event of a claim of infringement based on the 6WIND Original Software.

10. WARRANTIES

10.1 6WIND represents and warrants to End User that:

    i   For thirty (30) days after delivery of the Software, the Software will perform in substantial conformance with the features, as described in the Documentation, on the Reference Platform; if the Software does not comply with this warranty, and this does not result from non-compliant use of the Software, 6WIND, at its option, may: repair the Software within a reasonable period of time; supply End User with a new version of the Software; or, cancel the sale of the Software and reimburse the paid Royalties; in no case shall the warranty as defined herein be a substitute for the Maintenance Services;

    ii   The Software is free and clear of any security interest, lien or encumbrances;

        iii   The Software is free from contamination by any known or detectable computer virus or deleterious material by means of recognized diagnostic and security procedures.

10.2   EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND 6WIND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 6WIND DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS OR DEFECTS OR THAT ALL PROBLEMS OR ERRORS WILL BE RESOLVED.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE LOSS OF USE, DATA, BUSINESS OR PROFITS, GOODWILL, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF THE OTHER PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM AN ACTION OF CONTRACT, TORT, OR OTHER LEGAL THEORY. IN NO EVENT SHALL 6WIND'S LIABILITY FOR DIRECT DAMAGES WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE OR SERVICES EXCEED ROYALTIES PAID BY END USER FOR THE SOFTWARE OR SERVICE WHICH GIVES RISE TO THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO: (I) LIABILITY FOR DEATH OR PERSONAL INJURY OR A; (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (III) EITHER PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12; (IV) A BREACH OF END USER'S OBLIGATIONS UNDER SECTION 2; OR (V) END USER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER SECTION 13.1. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. CONFIDENTIALITY

12.1   Both Parties agree to maintain the other Party's Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of such Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose the other Party's Confidential Information only to those of their employees and sub-contractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under this Agreement.

12.2   The confidentiality obligation under this Section shall not cover information which: (i) was at the time of receipt published or otherwise generally available to the public; (ii) has been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party; (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure; (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties; or (v) was developed independently by the receiving Party.

12.3   The obligations set forth in this Section shall remain in force for a period of three (3) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of this Agreement. However, the Software, the Source Code Tools, if any, and Documentation of the Software and the terms of this Agreement shall remain confidential indefinitely.

12.4   The receiving Party acknowledges that due to the unique value of the Confidential Information of the disclosing Party, in the event of any breach of this Section by the receiving Party, the disclosing Party may not have an adequate remedy at law, and shall be entitled to enforce its rights hereunder by an action for damages, or specific performance and injunctive or other equitable relief without the necessity of proving actual damage or posting a bond.

13. GOVERNMENTAL APPROVALS

13.1 End User shall take the proper steps at its own expense to obtain all necessary governmental approvals and validations and other official licenses, permits and certificates for the implementation of this Agreement in any countries into which End User uses the Software.

13.2 Notwithstanding the provisions of Section 13.1 above, 6WIND shall apply for its own export permission in France or elsewhere if needed for the 6WIND Original Software.

13.3 End User must be aware that, when including IPsec VPN encryption feature, this product is a dual use good under export control in accordance with EU regulation 1334/2000 June 24th, 2000.

14. APPLICABLE LAW – DISPUTES

14.1 If End User is incorporated outside of France, the rights and obligations under this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, but such rights and obligations will instead be governed by the laws of the State of New York, United States, excluding its conflicts of law rules.

If End User is incorporated in France, THIS AGREEMENT IS GOVERNED BY LAW OF FRANCE, regardless of form and claim.

14.2 If End User is incorporated outside of France, all disputes, which may arise under or in relation to this Agreement, other than a claim for equitable or injunctive relief, shall be submitted to arbitration unless mutually settled in an amicable way during the period of sixty (60) days. The arbitration shall be held in Chicago, Illinois in accordance with the Comprehensive Commercial Arbitration Rules of JAMS then in effect. The Federal Rules of Evidence shall apply to any arbitration. The arbitration shall be before one mutually agreed upon neutral arbitrator who has technical expertise relating to telecommunication and software. Each party shall bear its own costs in connection therewith, except that the prevailing party shall be entitled to recover, and the arbitrator shall be empowered to award, costs and reasonable attorneys' fees to the prevailing party. Any arbitration award shall be in writing and shall specify the factual and legal bases for the award. The award rendered by the arbitration shall be finally binding and has fully legal effect upon the Parties hereto.

If End User is incorporated in France, all disputes, which may arise under or in relation to this Agreement, other than a claim for equitable or injunctive relief, shall be submitted to arbitration unless mutually settled in an amicable way during the period of sixty (60) days. The arbitration shall be held in Paris in accordance with the Rules of Arbitration and Conciliation of International Chamber of Commerce. The arbitration panel shall consist of three (3) arbitrators who have the expertise in legal matters in respect of telecommunication and software and the arbitration shall be conducted in French language. The award rendered by the arbitration shall be finally binding and has fully legal effect upon the Parties hereto.

15. AGREEMENT AS A REFERENCE

15.1 6WIND shall have the right to use the existence of this Agreement with End User as reference.

15.2 Neither Party may publicize or disclose to any third party, without the written consent of the other Party, the terms of this Agreement. Without limiting the generality of the foregoing sentence, no press releases may be made without the mutual written consent of each Party.

16. MISCELLANEOUS CLAUSES

16.1 Assignment. End User shall not, without the prior written consent of 6WIND, assign or otherwise transfer its rights and obligations under this Agreement in whole or in part.

16.2 Relations of the Parties. No agency, partnership, joint venture, collaboration, or employment is created as a result of this Agreement. Neither Party shall have any authority to bind the other Party to any obligation nor to represent the other Party in any circumstance and both Parties agree not to so bind or represent the other.

16.3 Force Majeure. 6WIND may not be held liable for delays or breaches in performance of any contractual obligations, where such delays or breaches result from events due to force majeure or unforeseeable accident, including, without limitation: strikes, blocking of transport and supply routes for

any reason whatsoever, natural disasters, blocking of telecommunications including the national switched network, computer breakdown, failure of the public electricity network, and all other cases outside the control of 6WIND which prevent it performing its obligations normally. However, nothing herein shall be interpreted to allow End User to be excused from making any payments under this or any ancillary agreements, regardless of a force majeure event. In the event of a case of force majeure affecting performance in accordance with this Agreement, 6WIND agrees to inform End User as soon as it has knowledge thereof and as soon as practicable. In the event of a force majeure event lasting for a period in excess of three (3) months, either Party may terminate this Agreement.

16.4   Headings. The Section headings used in this Agreement are for convenience of reference only. They will not limit or extend the meaning of any provision of this Agreement, and will not be relevant in interpreting any provision of this Agreement.

16.5   Severability. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

16.6   Entire Agreement / Amendments. This Agreement sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them. No purchase order, or other ordering or confirming document or any handwritten or typewritten text issued by End User which purports to modify or supplement the text of this Agreement shall add to or vary the terms of this Agreement. The Parties agree that this Agreement may be amended only by a separate agreement, signed by duly authorized representatives of both Parties, referring to this Agreement and identifying the agreed amendment(s).

16.7   Notices. All notices, requests and other communications called for by this Agreement shall be deemed to have been given if sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, UPS or other similar recognized private overnight delivery service, prepaid to the notified Party at the addresses set forth above in the introduction or to such other addresses as either Party shall specify in writing to the other.

6WIND END USER PERPETUAL LICENSE AGREEMENT

APPENDIX 1

1. LICENSED SOFTWARE

6WIND Virtual Accelerator:

File	Delivery
6WIND Virtual Accelerator Linux kernel modules	Source Code Tools
Others	Object Code

6WIND Virtual Accelerator is provided for a Linux distribution from a Linux vendor. The list of supported major releases of Linux distributions (e.g. RHEL7, Ubuntu 14.04) are listed in the release notes of 6WIND Virtual Accelerator.

Linux distribution updates: New minor and maintenance releases of Linux distributions are supported in new releases of 6WIND Virtual Accelerator as part of maintenance. The 6WIND Virtual Accelerator release notes mention the supported Linux distribution versions.

Linux distribution end of support: 6WIND may decide to stop support for a Linux distribution in new Minor Releases of 6WIND Virtual Accelerator; in this case, Licensee is notified at least 6 months in advance. A Linux distribution can only be supported as long as it is supported by its Linux vendor. End of support from the Linux vendor automatically triggers end of support for the Linux distribution in the corresponding versions of 6WIND Virtual Accelerator.

6WIND Turbo Router - Appliance:

File	Delivery
All	Object Code

No Source Code Tool is provided with 6WIND Turbo Router - Appliance.

6WIND Turbo Router – Linux Edition:

File	Delivery
6WIND Turbo Router Linux kernel modules	Source Code Tools
Others	Object Code

6WIND Turbo Router is provided for a Linux distribution from a Linux vendor. The list of supported major releases of Linux distributions is provided in the release notes of 6WIND Turbo Router.

Linux distribution updates: New minor and maintenance releases of Linux distributions are supported in new releases of 6WIND Turbo Router as part of maintenance. The 6WIND Turbo Router release notes mention the supported Linux distribution versions.

Linux distribution end of support: 6WIND may decide to stop support for a Linux distribution in new Minor Releases of 6WIND Turbo Router; in this case, Licensee is notified at least 6 months in advance. A Linux

distribution can only be supported as long as it is supported by its Linux vendor. End of support from the Linux vendor automatically triggers end of support for the Linux distribution in the corresponding versions of 6WIND Turbo Router.

6WIND Turbo IPsec - Appliance:

File	Delivery
All	Object Code

No Source Code Tool is provided with 6WIND Turbo IPsec - Appliance.

6WIND Turbo IPSec – Linux Edition:

File	Delivery
6WIND Turbo IPSec Linux kernel modules	Source Code Tools
Others	Object Code

6WIND Turbo IPsec is provided for a Linux distribution from a Linux vendor. The list of supported major releases of Linux distributions is provided in the release notes of 6WIND Turbo IPsec.

Linux distribution updates: New minor and maintenance releases of Linux distributions are supported in new releases of 6WIND Turbo IPsec as part of maintenance. The 6WIND Turbo IPsec release notes mention the supported Linux distribution versions.

Linux distribution end of support: 6WIND may decide to stop support for a Linux distribution in new Minor Releases of 6WIND Turbo IPsec; in this case, Licensee is notified at least 6 months in advance. A Linux distribution can only be supported as long as it is supported by its Linux vendor. End of support from the Linux vendor automatically triggers end of support for the Linux distribution in the corresponding versions of 6WIND Turbo IPsec.

2. LICENSING OPTIONS

6WIND Virtual Accelerator:

6WIND Virtual Accelerator can be delivered under 3 packages:

- Baseline
- L3 (requires Baseline package)
- IPsec (requires Baseline and L3 packages)

6WIND Virtual Accelerator is provided for a Reference Platform per its switching capacity. The following versions of the 6WIND Virtual Accelerator are available:

- Virtual Accelerator 20G
- Virtual Accelerator 40G
- Virtual Accelerator 80G
- Virtual Accelerator 200G

Licensee agrees 6WIND Virtual Accelerator license cannot be used beyond its capacity. For clarity, if 6WIND Virtual Accelerator license is used for a larger core configuration, Licensee shall purchase the 6WIND Virtual Accelerator license that corresponds to its usage.

6WIND Turbo Router:

6WIND Turbo Router is provided for a Reference Platform per its throughput capacity. The following versions of the 6WIND Turbo Router are available:

- Turbo Router 1G
- Turbo Router 2G
- Turbo Router 5G
- Turbo Router 10G
- Turbo Router 25G
- Turbo Router 40G
- Turbo Router 100G

Licensee agrees 6WIND Turbo Router license cannot be used beyond its capacity. For clarity, if 6WIND Turbo Router license is used for a larger throughput capacity, Licensee shall purchase the 6WIND Turbo Router license that corresponds to its usage.

6WIND Turbo IPsec:

6WIND Turbo IPsec is provided for a Reference Platform per its throughput and its number of IPsec tunnels capacity. The following versions of the 6WIND Turbo IPsec are available:

- Turbo IPsec 1G/1K tunnels
- Turbo IPsec 2G/2K tunnels
- Turbo IPsec 5G/5K tunnels
- Turbo IPsec 10G/10K tunnels
- Turbo IPsec 25G/25K tunnels
- Turbo IPsec 40G/40K tunnels
- Turbo IPsec 100G/100K tunnels

Licensee agrees 6WIND Turbo IPsec license cannot be used beyond its capacity. For clarity, if 6WIND Turbo IPsec license is used for a larger throughput or number of IPsec tunnels capacity, Licensee shall purchase the 6WIND Turbo IPsec license that corresponds to its usage.