

NOVRA PRODUCTS SOFTWARE LICENSE AGREEMENT

License Agreement: novra20090609

Novra technologies Inc. by its acceptance agrees to grant to Customer, and Customer accepts on the following terms and conditions, a license to the identified Licensed Software for use only with the Designated Equipment set out below.

Designated Equipment	Licensed Software
Novra S75 DVB Data Receiver Novra S200 DVB-S2 Data Receiver Novra S300 DVB-S2 Data Receiver	S75 Management Console Software S200 Management Console Software S300 Management Console Software CMCS Network Management Software

1. LICENSE GRANT

- 1.1 "Licensed Software" means a computer program, including any modifications, updates or additions which may be supplied by Novra to Customer, in object code or executable form in any medium, such as magnetic tape, disks, or optical media, and related materials such as flow charts, logic diagrams, manuals, and other documentation which are provided to Customer by Novra with or for use in Designated Equipment. Licensed Software may reside within Designated Equipment at the time of delivery to Customer, in which case identification of such equipment shall also constitute identification of the corresponding software, or it may be provided separately for installation on Designated Equipment.
- 1.2 Subject to the payment of fees elsewhere specified and these terms and conditions, Novra grants to Customer a personal, non-exclusive, non-transferable license to use Licensed Software in and for the Designated Equipment and not otherwise. This license may be assigned to any bona fide successor in interest to Designated Equipment who first agrees in writing to be bound by the terms of this Agreement. Should the Licensed Software include a unique implementation of a security algorithm, Customer shall have the exclusive right to use such unique Customer security algorithm implementation in and for use with the Designated Equipment and not otherwise.
- 1.3 Customer may make one (1) copy of Licensed Software (not including read-only memories or similar devices) for archival purposes only and shall reproduce and attach all copyright and proprietary notices. Customer shall not otherwise copy or allow to be copied Licensed Software except to install Licensed Software on the Designated Equipment. Customer agrees that Novra shall have the right to conduct an audit or have an independent accounting firm conduct an audit at Customer's premises during normal business hours to verify the number of copies of Licensed Software in use by Customer. Customer may install, use, access, display, run, or otherwise interact with one copy of the Licensed Software only on the Designated Equipment and may not make any additional copies for use on any single computer, workstation, terminal or server for any use whatsoever except one (1) single copy for archival purposes.
- 1.4 Customer shall not make any modifications to Licensed Software or remove any proprietary, regulatory or safety notices of Novra or third parties found in or on the Licensed Software. Customer agrees not to reverse engineer, decompile, or reverse assemble Licensed Software or Designated Equipment except to the extent that such prohibition may be unenforceable under applicable law.

6. TERM AND TERMINATION

This Agreement shall continue indefinitely unless terminated by one of the parties. This Agreement may be terminated by Customer upon thirty (30) days' notice to Novra and by Novra upon breach by Customer of any term of this Agreement, which breach is not cured within thirty (30) days after notice by Novra, or should Customer be adjudged a bankrupt or become a party to a similar proceeding for the benefit of its creditors. Immediately after such termination, Customer will deliver to Novra Licensed Software and any and all copies and modifications thereof (except copies which reside within the Designated Equipment and which shall be erased) and will, if requested, provide Novra with its written certification that it has retained no copies.

7. TAXES

Except for taxes based on Novra' income, Novra shall not be responsible for any federal, provincial or local taxes based upon Customer's purchase, possession or use of Licensed Software or upon any charges payable or services performed hereunder.

8. APPLICABLE LAW, INTEGRATION AND MODIFICATION

- 8.1 This Agreement shall be construed and enforced in accordance with the laws of Manitoba, not including any conflicts of laws provisions thereof. The UN Convention on Contracts for the International Sale of Goods shall not apply.
- 8.2 This Agreement comprises the full and final understanding between Novra and Customer and merges and supersedes any and all other agreements, understandings or representations, written or oral, with respect to the subject matter hereof. It may not be modified except in writing signed by authorized representatives of both Novra and Customer and referring specifically to this Agreement.
- 8.3 Any attempt by Customer to assign this Agreement shall be void unless the assignment is incidental to the sale of the Designated Equipment.
- 8.4 If any provision of this Agreement is found by a court or other jurisdictional body to be invalid or unenforceable, the remaining terms and conditions shall continue in full force and effect. Waiver by any party of the breach of a provision of this Agreement by the other party shall not be construed as a continuing waiver of such provision or waiver of any other breach of any other provision of this Agreement.

1.5 Licensed Software is and shall remain the exclusive property of Novra. No license other than that specifically stated herein is granted to Customer, and Customer shall have no right to sublicense Licensed Software nor any right under any patent, trademark, copyright, trade secret or other intellectual property of Novra other than that granted by this Agreement.

1.6 All rights, (including the right to resell this product) not granted to Customer by Novra herein are expressly reserved by Novra.

2. PROTECTION AND SECURITY

2.1 Customer agrees not to disclose, release, or make available in part or in whole any portion of Licensed Software to any person other than Customer's own employees or contractors. Customer represents that its employees and contractors having access to Licensed Software are or shall be parties to written agreements acknowledging a duty to protect Novra's confidential materials, including the Licensed Software.

2.2 Customer shall keep Licensed Software (including archival copies, if any) in a secure environment and shall take all steps reasonably necessary to protect Licensed Software or any part thereof from unauthorized disclosure or release. Customer may not export or re-export the Licensed Software in any form except in compliance with all applicable laws and regulations.

2.3 Customer expressly agrees that a breach of this Agreement will cause irreparable harm to Novra and that Novra shall have the right to obtain injunctive relief against any unauthorized use, disclosure, copying or transfer of any part of Licensed Software. Licensed Software may contain software from third parties who are intended to be third party beneficiaries of this Agreement.

3. WARRANTY AND LIABILITY

3.1 Novra warrants that Licensed Software, as provided, shall substantially conform to the published specifications of Novra. During the first thirty (30) months after the date of delivery of Licensed Software, Novra shall use its best efforts to correct errors detected in Licensed Software after receiving notification of such errors from Customer.

3.2 Customer acknowledges its responsibility to use all reasonable methods to prove out and thoroughly test the operation of and output from Licensed Software prior to its use in Customer's operations.

3.3 Unless otherwise provided in a separate writing, and subject only to the warranty of this Section 3, Novra is under no obligation to provide Customer with any modifications, updates, additions or revisions to Licensed Software, nor to maintain Licensed Software in any manner.

3.4 In the event that any modifications are made to Licensed Software which have not been authorized by Novra, any and all warranty and other obligations of Novra shall immediately cease with respect to such software.

3.5 In no event shall Novra or its licensors be liable for any incidental, indirect, special, consequential or exemplary damages of any kind (including without limitation loss of revenues, profits or data, loss of use of product or any associated equipment or data, and costs of procurement of substitute goods or services), whether or not Novra or its licensors have been advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty, strict liability, tort, including negligence, or otherwise. This exclusion also includes any liability, which may arise out of third party claims against affiliate, and shall apply notwithstanding any failure of essential purpose of any limited remedy. The limitations specified in this section 3.5 will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose. The sole and exclusive remedies for breach of any warranties or infringement indemnification and for Novra's liability of any kind for performance or nonperformance under this Agreement shall be limited to the remedies specified in this Agreement. Novra's liability to Reseller or any third

party shall not exceed the purchase price or license fee of the Product, which is the subject of a claim for loss or damage.

4. INDEMNIFICATION

4.1 Novra shall pay all costs and damages finally awarded against Customer or its employees to the extent based upon a claim that Licensed Software, as supplied, infringes the intellectual property rights of a third party (except infringement occurring as a direct result of incorporating features, operations or algorithms which are specifically required by Customer), provided that Novra is notified promptly in writing of any allegation of such infringement and given full cooperation, information, and granted authority to settle such claim and to defend or control the defense of any suit based upon such claim.

4.2 In the event that Licensed Software is likely to or does become the subject of a claim of infringement, or is held to infringe, Novra shall, at its option and expense, procure for Customer the right to continue using Licensed Software, or modify Licensed Software to make it non-infringing but functionally equivalent, or substitute other software of similar capabilities, or remove Licensed Software and refund the license fee less depreciation. This section 4 sets forth the entire liability of Novra to Customer with respect to infringement.

5. USES OF SOFTWARE

5 Export Control. The Customer agrees to comply with all export laws and restrictions and regulations of the U.S. Department of State, Department of Commerce or other United States or foreign agency or authority, and not to export or re-export any Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Neither the Product(s) nor the underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software.

If the Licensed Software are identified as being not-for-export (for example, on the box, media or in the installation process), then, unless the Customer has an exemption from the United States Department of State, the following applies: except for export to Canada for use in Canada by Canadian citizens, the product(s) and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by u.s. government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the software, licensee agrees to the foregoing and warrants that it is not a "foreign person" or under the control of a "foreign person."

5.2 High Risk Activities. The Licensed Software are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of any Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of any Product in such applications.