

ATTACHMENT VII END USER LICENSE AGREEMENT

ASANKYA, INC. EQUIPMENT PURCHASE AND LICENSE AGREEMENT

This Equipment Purchase and License Agreement (the "Agreement") is entered into by and between Asankya, Inc., a Delaware corporation with principal offices at 75 5th Street NW, Suite 230, Atlanta, Georgia 30308 ("Asankya"), and the entity executing this Agreement below (the "Customer"), with its principal offices at the location stated on the signature page hereof, to be effective as of _____, 2009 (the "Effective Date") and last for a duration of one (1) year (the "Initial Term").

1. Background. Asankya has developed Software (as defined below) for network transport optimization that enhances data transfer performance over the Internet. "Software" means the Giganode system and the Hypermesh driver applications developed and owned by Asankya and loaded onto the third party hardware set forth on **Exhibit A** ("Equipment") purchased by Customer under this Agreement. The Software and the Equipment are collectively hereinafter referred to as the "System."

2. Grant of License. Conditioned upon Customer's compliance with this Agreement, Asankya grants Customer a non-exclusive, non-transferable, revocable limited right and license to use the Software for Customer's internal business purposes only in accordance with the terms hereof. Customer does not have the right to market, sublicense, resell, redistribute or otherwise provide, or allow any third party to have access to or use of the System, in whole or in part. Except as expressly set forth herein, no express or implied license or right of any kind in the Software is granted to Customer, including any right to obtain possession of any source code or other technical material relating to the Software, or to use Asankya's name or intellectual property. All rights not expressly granted to Customer are reserved to Asankya.

3. System Installation. During the installation process, the System may configure or disable other security products, or features thereof, if such products or features are incompatible with the System or for purposes of improving the overall functionality of the System. There may be technological measures in the System that are designed to prevent unlicensed or illegal use of the System. Customer agrees that Asankya may use these measures to protect against software piracy.

4. Fees and Payments for Subscription. The fees relating the System and any other applicable services are set forth on **Exhibit A**. All fees are in United States dollars. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of Asankya) which are imposed by or under the authority of any government or any political subdivision thereof on the fees payable under this Agreement will be borne by Customer and will not be considered a part of, a deduction from or an offset against such fees. All fees payable under this Agreement will be invoiced monthly in advance and will be due within thirty (30) days of Customer's receipt of the applicable invoice. Any undisputed payment not received when due will bear monthly interest at the lower of one-and-one-half percent (1.5%) or the highest rate permitted by law. Notwithstanding anything herein to the contrary, Asankya may terminate this Agreement if Customer has not paid all amounts relating to an invoice within fifteen (15) days from the invoice due date and such amounts remain outstanding as of the date of such termination. Customer agrees to pay reasonable attorneys' fees and court costs incurred by Asankya to collect any unpaid amounts owed by Customer.

5. Ownership. Asankya expressly retains title and ownership to all worldwide intellectual property rights in the Software and any design, images, text, trade secrets, patent rights, trademarks, and copyrights in and to the System, source code of the Software, and any modifications, adaptations, derivative works, and enhancements made to or from any of the foregoing. Customer may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, authorize any third party to do any of the foregoing, or use the Software for any other purpose than the use permitted under this Agreement. Any developments or modifications made by Asankya relating to the System, whether or not influenced or suggested by Customer, will be the sole property of Asankya. Any development or modification to the System made by Customer which constitutes a bug fix or correction, and which is not owned by Asankya, is hereby licensed to Asankya, including the right to grant sublicenses, on a royalty-free basis for reproduction, distribution, modification and use throughout the world for a period ending on the date of expiration of the patent, copyright or other intellectual property rights covering such modifications or developments.

6. Trade Secrets and Confidential Information. Customer acknowledges that the System and all related documentation are commercially valuable, proprietary products of Asankya, the design and development of which reflect the effort of skilled development experts, and the investment of considerable time and money. The System also contains Trade Secrets and Confidential Information. "Trade Secrets" means information of Asankya, regardless of form, which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" means information of Asankya, other than Trade Secrets, that is of value to its owner and is treated as confidential. "Proprietary Information" means Trade Secrets and Confidential Information.

Customer agrees to hold the Proprietary Information in confidence and not to, directly or indirectly, copy, reproduce, distribute, transmit, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, or utilize the Proprietary Information for any purpose whatsoever other than as expressly contemplated by this Agreement. Customer shall use at least the same degree of care to prevent unauthorized disclosure of the System it uses to protect and prevent unauthorized disclosure of its own most valued proprietary information, but in no event less than a reasonable degree of care. Only Customer is authorized to access and use the System. With regard to Trade Secrets, this obligation shall continue for so long as such information constitutes a Trade Secret under applicable law. With regard to Confidential Information, this obligation shall continue for the term of the license to the System and for a period of three (3) years thereafter. Upon termination of this Agreement, Customer shall cease all use of the Proprietary Information and return, delete, or destroy, as applicable or as requested by Asankya, all materials comprising or containing Proprietary Information, retaining no copies thereof.

7. Rights of Access; Security. By entering into this Agreement, Customer acknowledges that this Agreement provides only for the use of the Software by Customer. Other use or sharing of Customer's means of access to the System is prohibited. Customer is solely responsible for maintaining the security of access to the System by Customer, and for all activities that occur via the System under Customer's account. Customer agrees to immediately notify Asankya if Customer becomes aware of, or has reason to believe that there is, any unauthorized use of Customer's account or any other breach of security related to the System. Asankya is in no way liable for (i) any claims related to the use or misuse of Customer's account due to the activities of any third party outside of Asankya's control, or (ii) any failure by Customer or its employees or agents to maintain confidentiality and security.

8. Limited Warranty. Asankya warrants that for a period of ninety (90) days from the date of delivery from Asankya of the System to Customer: (i) the media on which the System is furnished will be free of defects in materials and workmanship under normal use; and (ii) the System substantially conforms to their published specifications. Except for the foregoing, the System is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of Asankya and its suppliers under this limited warranty will be, at Asankya's option, repair, replacement, or refund of the System if reported (or, upon request, returned) to Asankya. Asankya does not warrant that the System is error free or that Customer will be able to operate the System without problems or interruptions. Asankya's warranties specifically exclude any guarantee relating to network throughput, availability, and performance. This warranty does not apply if the System (i) has been altered, except by Asankya, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Asankya, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (iv) is used in ultrahazardous activities. After the expiration of the warranties set forth in this Section 8, with respect to any hardware components of the System that are originally manufactured by third parties, Customer shall only be entitled to warranties, if any, as allowed by the manufacturers of such components. Limited warranty statements and other terms and conditions relating to the Equipment may be shipped with the System and pass through to Customer and Customer will comply with such terms and conditions.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 8, ASANKYA HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SYSTEM AND SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; OR (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE EXPRESS LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF ASANKYA FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES OCCURRING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SYSTEM OR SERVICES HEREIN.

10. Indemnification. Asankya will defend Customer and hold Customer and its officers, directors and employees harmless from damages awarded to a third party by a final unappealed court judgment on account of such third party's allegation that the Software infringes the patent rights, trade secret rights, trademark rights, copyrights or other intellectual property or proprietary rights of such third party. If a claim of infringement under this Section 10 occurs, or if Asankya determines that a claim is likely to occur, Asankya will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Software free of the infringement claim; or (ii) replace or modify the Software to make it non-infringing. If these remedies are not reasonably available to Asankya, Asankya may, at its option, terminate this Agreement and return any fees paid by Customer in advance. Despite the provisions of this Section 10, Asankya has no obligation with respect to any claim of infringement that is based upon or arises out of: (i) any modification to the Software if the modification was not made by Asankya; (ii) the use or combination of the System with any hardware, software, products, data or other materials not specified or provided by Asankya; or (iii) Customer's use of the System other than in accordance with the documentation provided by Asankya to Customer.

Asankya's indemnification obligations are conditioned up Customer (i) promptly notifying Asankya in writing of any claim, suit or proceeding for which indemnity is claimed, and (ii) allowing Asankya to solely control the defense of any claim, suit or proceeding and all negotiations for settlement.

THE PROVISIONS OF THIS SECTION 10 STATE THE SOLE AND EXCLUSIVE OBLIGATIONS OF ASANKYA FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION AND ARE IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE DISCLAIMED.

11. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, STOCKHOLDERS, EMPLOYEES, REPRESENTATIVES, OR OTHER RELATED PARTIES BE LIABLE TO THE OTHER PARTY (WHETHER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY) FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN CONNECTION WITH THE PARTIES' OBLIGATIONS UNDER SECTION 6, SECTION 7, AND SECTION 10, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS OF COMPENSATION RECEIVED BY ASANKYA FROM CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE ACTION GIVING RISE TO SUCH LIABILITY.

12. Term and Termination. This Agreement takes effect on the Effective Date and continues in force during the Initial Term specified above, unless sooner terminated in accordance with this Section 12. During the Initial Term, Asankya will provide the Support and Maintenance Services set forth on Exhibit B at the fees set forth on Exhibit A. Upon the expiration of the Initial Term, Asankya will invoice Customer for Support and Maintenance Services for additional one (1) year periods, and this Agreement will automatically renew for one (1) or more additional terms of the same duration (each, a "Renewal Term") unless and until either party notifies the other party of its intent to terminate such Support and Maintenance Services at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term. The Initial Term, together with any and all Renewal Terms, are collectively referred to as the "Term." Following a party's election to terminate Support and Maintenance Services, Customer may continue to use the then-licensed version of the Software, subject to the terms and conditions of the licenses granted under this Agreement. Notwithstanding any other term in this Agreement, if Customer breaches any term of the Agreement and fails to correct such breach within thirty (30) of Customer's receipt of written notice of such breach (or if such breach cannot be corrected within thirty (30) days and Customer fails to progress diligently towards correction within such thirty (30) day period), Asankya may terminate the Agreement and the licenses granted herein by giving ten (10) days written notice to the Customer. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect.

13. Export Regulation. Customer acknowledges that the System and related technical data and services are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the import and export laws of other countries. Customer agrees to comply with all relevant laws and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the System.

14. **Miscellaneous.** Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder, nor course of dealing between the parties, shall operate as a waiver of the exercise of any such or any other right, remedy, power or privilege. No term of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any right or consent to any breach shall constitute a waiver of any other right or consent to any other breach. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, and any such finding of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any provision of this Agreement is held to be invalid or unenforceable, the parties agree the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to expunging the invalid provision. It is expressly understood, however, that the parties hereto intend each and every provision of this Agreement to be valid and enforceable, and hereby knowingly waive all rights to object to any provision of this Agreement. Accordingly, if any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law then the invalid or unenforceable provision(s) will, rather than be stricken in their entirety, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. This Agreement shall be governed for all purposes by the laws of the State of Georgia, without regard to principles of conflicts of laws, as such laws apply to contracts performed within Georgia by its residents. You agree that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in a state or federal court of competent jurisdiction located in Fulton County, Georgia, and hereby waive any defense or objection to this venue, whether based on non-convenience or otherwise. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement as of the Effective Date.

CUSTOMER:

By: _____

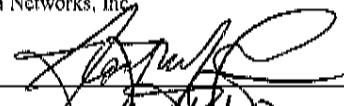
Printed Name: _____

Its: _____

Address: _____

ASANKYA:

Asankya Networks, Inc.

By:  _____

Printed Name: Scott A. Ryan

Its: President and CEO