

**ESNA TECHNOLOGIES CORP.
LICENSE AGREEMENT**

FORM OF END USER LICENSE AGREEMENT

***** LICENSE NOTICE *****

THE SOFTWARE CONTAINED ON THIS DVD IS SUBJECT TO AN END USER LICENSE AGREEMENT ("AGREEMENT"). PRIOR TO DEPLOYING THE SOFTWARE, YOU WILL BE ASKED TO REVIEW AND ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT. SHOULD YOU CHOOSE NOT TO ACCEPT THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT, YOU WILL BE ASKED TO PROMPTLY RETURN THE SOFTWARE TO ESNA TECHNOLOGIES, INC. FOR A FULL REFUND.

ESNA TECHNOLOGIES INC.

LICENSE AGREEMENT

***** READ CAREFULLY BEFORE ACCEPTING *****

THIS SOFTWARE CANNOT BE DEPLOYED UNLESS YOU, THE "LICENSEE", ACCEPT THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") BY CLICKING THE "ACCEPT"

ICON BELOW. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT. IF, UPON REVIEW, YOU CHOOSE NOT TO ACCEPT THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PROMPTLY RETURN THE SOFTWARE PACKAGE FOR A FULL REFUND.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS AND CONDITIONS, YOU ALSO AGREE TO ENSURE THAT ANY PERSON ENTITLED TO USE THE SOFTWARE, SUCH AS YOUR EMPLOYEES OR END USERS, WILL ALSO ABIDE BY THE TERMS OF THIS LICENSE AGREEMENT, AND YOU WILL INDEMNIFY ESNATECH AGAINST ANY BREACH OF THIS AGREEMENT BY SAID EMPLOYEES OR END USERS.

PLEASE NOTE FURTHER THAT TO THE EXTENT THAT THIS SOFTWARE IS FIRST UTILIZED AND/OR CONFIGURED BY AN ESNATECH AUTHORIZED RESELLER OR DEALER, AND NOT THE END CUSTOMER, THEN SAID AUTHORIZED DEALER/RESELLER UNDERSTANDS AND AGREES THAT IT MUST FIRST OBTAIN THE WRITTEN APPROVAL OF THE END CUSTOMER PRIOR TO CLICKING "ACCEPT" AND AGREEING TO THE TERMS HEREOF ON BEHALF OF SAID END CUSTOMER. IN THE EVENT THAT SUCH PRIOR WRITTEN APPROVAL IS NOT OBTAINED BY THE RESELLER/DEALER, SAID

RESELLER/DEALER HEREBY AGREES TO ASSUME ALL OF THE OBLIGATIONS AND LIABILITIES OF THE END CUSTOMER.

LICENSING TERMS AND CONDITIONS

LICENSEE represents that it is licensing the enclosed voice mail software ("SOFTWARE") under this end user

license agreement ("Agreement") for its own internal business purposes. Accordingly, ESNATECH grants to LICENSEE a non-exclusive, personal, non-transferable license to use the SOFTWARE in accordance with the

following terms and conditions:

A. LICENSEE shall receive master DVDs for the SOFTWARE, and shall be solely responsible for copying (only as permitted hereunder) the SOFTWARE and for warranting the physical media on which it is copied.

B. LICENSEE may access and use the SOFTWARE only within the scope of the License. The scope of the License is defined by the named products and add-on features, if any, that you have purchased from

ESNATECH. If you are not certain as to which products and/or add-on features you have purchased, please contact us at techsupp@esna.com

C. Without ESNATECH's prior written consent, LICENSEE may not copy the SOFTWARE for any purpose other than one backup copy. LICENSEE agrees to reproduce on the backup copy all copyright notices of ESNATECH and its third party licensors.

D. LICENSEE shall not, whether through use of disassemblers or any other means whatsoever (including but not limited to manual, mechanical or electrical means), alter, modify, reverse engineer, decompile, disassemble or attempt to generate or access the source code of the SOFTWARE.

E. The use of this SOFTWARE can result in the production of readable features such as documentation, reports, menus, audible prompts, and tone sequences. Such SOFTWARE and features constitute either the copyrighted property of ESNATECH and its third party licensors or the proprietary trade secret information of ESNATECH and its third party licensors, or both, and shall be held in confidence by LICENSEE. LICENSEE understands and agrees that unauthorized disclosure of such information could cause irreparable harm and significant injury to ESNATECH and its third party licensors; accordingly, LICENSEE agrees that ESNATECH shall have the right to obtain an immediate injunction enjoining any such unauthorized disclosure.

F. The SOFTWARE and any products embedded therein can only be used as a whole. Without limiting the generality of other restrictions and limitations set forth herein, it is specifically forbidden to access, make stand-alone use or extract any components of the SOFTWARE for any use whatsoever.

G. ESNATECH and its third party licensors retain title to the SOFTWARE (excluding media on which recorded) and all intellectual property rights thereto, and no title to SOFTWARE or intellectual property rights is transferred to LICENSEE.

H. Except as provided herein, neither this license nor any rights granted hereunder are assignable or transferable, and any assignment or transfer will be null and void. If LICENSEE authorizes any other person to copy the SOFTWARE, LICENSEE shall obligate that person in writing to comply with all conditions of this agreement.

LIMITED WARRANTY

To be eligible for the LIMITED WARRANTY, LICENSEE must complete the on-line WARRANTY REGISTRATION FORM within ten (10) days of the receipt of the SOFTWARE. ESNATECH warrants the DVDs on which the SOFTWARE is furnished to be free from defects in materials and workmanship under normal use for a period of 90 days from date of delivery to LICENSEE, as set forth on the WARRANTY REGISTRATION FORM. If such defect appears within the warranty period, LICENSEE may return the defective DVDs to ESNATECH for replacement without charge. Replacement is LICENSEE's sole remedy with

respect to such defect.

LIMITATIONS OF LIABILITY AND REMEDIES

Except as set forth in the LIMITED WARRANTY section above, the SOFTWARE and accompanying documentation are provided "as is". ESNATECH will not be liable for any special, incidental, indirect or consequential damages, however caused, or under any theory of liability, whether or not ESNATECH has been

advised of the possibility of such damage or loss. Nor will ESNATECH be liable for losses, damages or expenses which directly or indirectly arise from LICENSEE's use of or inability to use the SOFTWARE, either separately or in combinations with other equipment or software, or for commercial loss of any kind, or for procurement of substitute goods. In no event shall ESNATECH's liability arising out of this Agreement exceed

the amount paid by LICENSEE for the purchase of the SOFTWARE giving rise to such liability.

MISCELLANEOUS

LICENSEE may terminate this Agreement as authorized above or at any time by destroying all copies of the SOFTWARE and accompanying materials. ESNATECH may immediately terminate LICENSEE's license upon

notice for failure to comply with the terms and conditions of this Agreement. Upon such termination, LICENSEE

agrees to destroy all copies of the SOFTWARE and accompanying documents. LICENSEE agrees that a breach of this Agreement will result in irreparable damages to ESNATECH. This Agreement is the entire Agreement between LICENSEE and ESNATECH with respect to the use and licensing of the SOFTWARE,

and supersedes all proposals, warranties, prior agreements or any other communications between the parties relating to the subject matter of this Agreement. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario. Should LICENSEE have any questions concerning this Agreement, it may write to Esna Technologies Inc., 30 West Beaver Creek Suite 101, Richmond Hill, Ontario, Canada, L4B 3K1, or call its local dealer.