



**PUBLIC SECTOR ADDENDUM
to the
FULL USE DISTRIBUTION AGREEMENT
between
HOIKE NETWORKS, INC.
and
ORACLE AMERICA, INC.**

This Public Sector Addendum (the "addendum") is between Oracle America, Inc. ("Oracle") and Hoike Networks, Inc. ("you and your") and shall be governed by and incorporated into the terms of the Oracle PartnerNetwork Full Use Distribution Agreement (v111510) between Oracle and you dated _____ (the "agreement"). The rights and obligations defined herein are in addition to all terms in the agreement. Definitions used in the agreement shall have the same meaning under this addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the agreement with respect to the subject matter of this addendum, the term of this addendum shall prevail.

1. Agreement Definitions

For the purposes of this addendum, the term "end user license agreement" refers to (a) an Oracle License and Services Agreement ("OLSA"); (b) an existing license agreement between Oracle and the end user which is approved for use by Oracle as described in Section F; or (c) a legally binding written agreement between you and the end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "end user hardware agreement" refers to (a) an Oracle License and Services Agreement ("OLSA") with the Hardware Terms Exhibit; (b) an existing license agreement between Oracle and the end user which is approved for use by Oracle as described in Section F with the Hardware Terms Exhibit; or (c) a legally binding written agreement between you and the end user which complies with the terms of this addendum and the agreement.

For the purposes of this addendum, the term "public sector end user" refers to an end user that is (a) a government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and (b) licensed to use the programs for its own internal business operations and/or purchases the hardware subject to the terms of an end user agreement as further provided for in this addendum and the agreement.

2. Distribution Rights

Notwithstanding anything to the contrary in the agreement, Oracle grants you a nonexclusive, nontransferable right to distribute programs, hardware, , and/or services to public sector end users subject to the terms of this addendum and the agreement.

3. Order Terms

Notwithstanding anything to the contrary in section E of the agreement, Order Terms, upon request from Oracle, you agree to submit to Oracle a copy of the end user agreement related to each order for a public sector end user and any ordering documents, purchase agreements and other documents between you and the public sector end user that together with the end user agreement form the complete end user contract related to the order.

4. End User Agreement

Notwithstanding anything to the contrary in the agreement, it is your responsibility to ensure that any distribution of programs, hardware, and/or services to a public sector end user is subject to a legally binding end user agreement for the programs, hardware, and/or services, as applicable, that you order. The end user agreement must be (a) Oracle's

current OLSA and a signed Hardware Terms Exhibit if applicable; (b) an existing license agreement between Oracle and the public sector end user which is approved for use by Oracle with the Hardware Terms Exhibit attached as applicable; or (c) a legally binding written agreement between you and the public sector end user under which you distribute the programs, hardware, and/or services with your value added package in accordance with the terms of this addendum and the agreement. You may obtain a copy of Oracle's current standard OLSA and Hardware Terms Exhibit at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

If the end user agreement is between you and the public sector end user, the terms for that end user agreement shall be either (a) the standard OLSA modified such that (i) you are the licensor and are responsible for all obligations under such agreement that would have been required of Oracle if Oracle were the licensor and (ii) Oracle is designated as a third party beneficiary of the end user agreement; or (b) your own end user agreement that complies with the terms set forth below.

If the end user agreement is your own agreement, such agreement must at a minimum include the terms set forth below in addition to any terms set out in the Partner Ordering Policy. The required terms set forth below are subject to change at Oracle's discretion upon 30 days notice. The end user agreement at a minimum must:

- (1) Limit the use of the programs and/or hardware that are subject to the end user agreement to the legal entity that executed the end user agreement.
- (2) Restrict the use of the programs to the internal business operations of the public sector end user subject to the terms of the end user agreement, including the license definitions and rules set forth in the program documentation, and the Partner Ordering Policy. You may allow your public sector end users to permit agents or contractors (including, without limitation, outsourcers) to use the programs on the applicable public sector end user's behalf for the purposes set forth in the end user agreement, subject to the terms of such agreement, provided that such public sector end users are responsible for the agent's, contractor's and outsourcer's compliance with the end user agreement in such use. For programs that are specifically designed to allow the public sector end user's customers and suppliers to interact with the public sector end user in the furtherance of the end user's internal business operations, such use may be allowed under the end user agreement. Oracle's license definitions and rules are subject to change and are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).
- (3) Restrict use of the operating system delivered with the hardware to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.
- (4) Restrict use of the integrated software, which is defined as software embedded in the hardware that is essential to hardware functionality (e.g., firmware) to the end user's internal business operations subject to the terms of the end user agreement and only as incorporated in, and as part, of the hardware.
- (5) Define ancillary programs as those third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- (6) State that Oracle or its licensor retains all ownership in the intellectual property rights to the programs, hardware, operating system and integrated software.
- (7) State that third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation and that such third party technology is licensed to the public sector end user under the terms of the third party technology license agreement specified in the program documentation and/or hardware documentation and not under the terms of the end user agreement.
- (8) Notify the end user that the hardware and integrated software are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware and/or integrated software for these purposes.
- (9) Prohibit the public sector end user from assigning, giving, or transferring the programs, operating system, integrated software and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs, operating system, integrated software and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software and/or any services). If the public sector end user decides to finance its acquisition of the programs, operating system, integrated software and/or any services, the public sector end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
- (10) Prohibit (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; (c) the public sector end user from making the programs, operating system, integrated software available in any

manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs, operating system and/or integrated software from passing to the public sector end user or any other party.

(11) Prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system and/or integrated software and prohibit duplication of the programs, operating system and/or integrated software except for a sufficient number of copies for the public sector end user's licensed use and one copy of each program media.

(12) Restrict use of any additional programs that Oracle may include with the programs ordered for trial, non-production purposes only. The public sector end user may not use such additional programs included with an order to provide training or attend training provided by you or a third party on the content and/or functionality of the programs. The public sector end user has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the end user license agreement. If the public sector end user decides to use any additional programs after the 30 day trial period, the public sector end user must obtain a license for such programs from you. If the public sector end user decides not to obtain a license for the additional programs after the 30 day trial period, the public sector end user will cease using and will delete any such programs from the public sector end user's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

(13) Inform the public sector end user that technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. Require the public sector end user to acknowledge that Oracle's technical support policies are incorporated into the end user agreement by reference. Inform the public sector end user that if it decides not to purchase technical support at the time of the license and/or hardware then the public sector end user will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the public sector end user decides to purchase support at a later date.

(14) Inform the public sector end user that any third party firms retained by the public sector end user to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.

(15) Inform the public sector end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user agreement.

(16) Inform the public sector end user that hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <http://www.oracle.com/support/policies.html>.

(17) Disclaim, to the extent not prohibited by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.

(18) Require the public sector end user at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.

(19) Prohibit publication of any results of benchmark tests run on the programs and/or hardware.

(20) Require the public sector end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(21) Not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.

(22) Permit you to audit your public sector end user's use of the programs, require the public sector end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the public sector end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the public sector end user's costs incurred in cooperating with the audit.

(23) Require the public sector end user to agree that the public sector end user has not relied on the future availability of any hardware, programs or updates in entering into the end user agreement; however, (a) if the public sector end user orders technical support from Oracle for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the public sector end user for any program licensed under the end user agreement, per the terms of such end user agreement.

- (24) Designate Oracle as a third party beneficiary of the end user agreement.
(25) Exclude the application of the Uniform Computer Information Transactions Act.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user agreement between you and a public sector end user. Oracle is a third party beneficiary of any end user agreement between you and a public sector end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user agreement that excludes Oracle as a third party beneficiary.

The order between you and each public sector end user shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the end user agreement. Each order submitted by you to Oracle, shall specify whether the end user agreement will be (a) the OLSA accepted by the public sector end user online and a signed Hardware Terms Exhibit if applicable, (b) the OLSA and Hardware Terms Exhibit, if applicable, executed by the public sector end user pursuant to the Partner Ordering Policy, (c) an existing license agreement between Oracle and the public sector end user which Oracle has approved for use in accordance with the Partner Ordering Policy with a signed Hardware Terms Exhibit if applicable or (d) a legally binding written agreement between you and the public sector end user in accordance with the terms of this agreement. If the order submitted by you indicates that the OLSA and/or the Hardware Terms Exhibit if applicable will be executed by the public sector end user, you must provide the signed agreement to Oracle when you submit your order.

You agree to inform Oracle promptly if you are aware of any breach of an end user agreement. You agree to enforce the terms of an end user agreement between you and a public sector end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

5. Warranties, Disclaimers and Exclusive Remedies

Notwithstanding anything to the contrary in the agreement, Oracle warrants that a program distributed to a public sector end user will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency related to a program distributed to a public sector end user within one year from delivery. Oracle warrants that the hardware will be free from material defects in materials and workmanship for one year from the date the hardware is shipped to you or a public sector end user, whichever is sooner. You must notify Oracle of any hardware warranty deficiency within one year from delivery. Oracle warrants that the operating system media and integrated software media (collectively, "media") will be free from material defects in materials and workmanship for a period of 90 days from the date the media is shipped to you or a public sector end user, whichever is sooner. You must notify Oracle of any media warranty deficiency within 90 days from delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies related to services provided to a public sector end user within 90 days from performance of the deficient services.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE. You and the public sector end user may access the full description of the hardware warranty at <http://www.oracle.com/support/policies.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change. Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to the hardware or to the media which has been:

- modified, altered or adapted without Oracle's written consent (including modification by removal of the Oracle/Sun serial number tag on the hardware);
- maltreated or used in a manner other than in accordance with the relevant documentation;
- repaired by any third party in a manner which fails to meet Oracle's quality standards;

- improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- relocated without Oracle's written consent, to the extent that problems are attributable to such relocation;
- used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- used by parties appearing on the most current U.S. export exclusion list;
- relocated to countries subject to U.S. trade embargo or restrictions;
- used remotely to facilitate any activities in the countries referenced in the bullet immediately above; or purchased from any entity other than Oracle or an Oracle authorized reseller.

FOR ANY BREACH OF THE ABOVE WARRANTIES, THE EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THE PROGRAM LICENSE, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC SECTOR END USER AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE DISTRIBUTED TO THE PUBLIC SECTOR END USER; OR (B) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT DISTRIBUTED TO THE PUBLIC SECTOR END USER, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PRICE YOU PAID TO ORACLE FOR THE DEFECTIVE PRODUCT DISTRIBUTED TO THE PUBLIC SECTOR END USER; OR (C) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER AND THE PUBLIC SECTOR END USER ENDS THOSE SERVICES, YOU MAY RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO THE PUBLIC SECTOR END USER.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification

Notwithstanding anything to the contrary in the agreement, if a third party makes a claim against you or a public sector end user that any program and/or hardware infringes their intellectual property rights, Oracle, at its sole cost and expense, will defend you and the public sector end user against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the programs and/or hardware may have violated a third party's intellectual property rights, Oracle may choose to either modify the program and/or hardware to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable program and/or hardware and refund any fees you may have paid to Oracle for it and any unused, prepaid technical support fees you have paid to Oracle for the applicable product. Oracle will not indemnify you or a public sector end user if you or a public sector end user alter a program or hardware or use it outside the scope of use identified in the user documentation or if you or a public sector end user use a version of the program or hardware which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the program or hardware which was provided to you. Oracle will not indemnify you or a public sector end user to the extent an infringement claim is based upon a program or hardware not provided by Oracle. Oracle will not indemnify you or a public sector end user to the extent that an infringement claim is based upon the combination of any program or hardware with any products or services

not provided by Oracle. Oracle will not indemnify you or a public sector end user for infringement caused by your or your public sector end user's actions against any third party if the Oracle program(s) or hardware as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. If a third party makes a claim against Oracle that a program or hardware, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the program or hardware, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

7. U.S. Government End Users

Oracle programs, including the operating system, integrated software, any programs installed on the hardware and/or documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including the operating system, integrated software, any programs installed on the hardware, and/or documentation, shall be subject to the license and license restrictions set forth in this agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software License (DEC 2007).

8. Term and End of Agreement

The term of this addendum shall commence on its effective date below and shall co-terminate with the agreement unless terminated earlier as provided in the agreement. Notwithstanding anything to the contrary in the agreement, this addendum may be terminated by either party at any time by providing thirty (30) days prior written notice to the other party.

Other than the modifications above, the terms and conditions of the agreement remain unchanged and in full force and effect. The effective date of this addendum is _____, 2011 *[to be completed by Oracle]*


HOIKE NETWORKS,
INC.:

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____


Name: RIK FUJITANI
Title: PRESIDENT
Signature Date: 4/11/2011

ORACLE AMERICA, INC.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____