

TIA and EPI LICENSE AGREEMENT

This is an agreement, effective on February 7, 2013, between the Telecommunications Industry Association (TIA), a nonprofit organization incorporated in the State of Illinois with its principal offices at 1320 N. Courthouse Road, Suite 200, Arlington, VA 22201, and Enterprise Product Integration (EPI) Pte Ltd (Licensee), with offices located in 37th Floor, Singapore Land Tower, 50 Raffles Place, Singapore 048623 by which Licensee and TIA agree to the following License described below.

TIA represents information, communications, and entertainment technology (ICET) suppliers serving the global marketplace. Through its leadership in standards development, domestic and international policy advocacy, and facilitating member business opportunities, TIA promotes innovation and a competitive market environment.


EPI Singapore is a British origin company operating world-wide via direct operations and a large partner network. EPI's focus is on mission critical, hi-availability, environments. EPI has extensive experience as a company offering an extensive range of data center infrastructure services including consultancy, audit, certification and training.

1. The Telecommunications Industry Association (herein TIA) agrees to grant Enterprise Product Integration (EPI) Pte Ltd (Licensee) a limited license, revocable license to develop courseware in Singapore based on certain Standards owned by TIA and specified in Appendix A pursuant to the following terms and conditions. The subject materials will be provided to EPI by email in a subsequent mailing with a copy of this agreement if requested.
2. The License granted to the Standard by TIA is limited to use by EPI within the locations of training services provided by EPI and is revocable by TIA for any reason in the sole discretion of TIA.
3. Licensee shall use the TIA Standard solely for the purpose aiding the training programs provided by EPI. It shall not be reproduced by EPI for any purpose without the express written permission of TIA. Such permission is not granted herein.
4. Licensee shall not use the TIA Standard for any other purpose than that described herein, nor shall the Standard be distributed by any other means without prior approval from TIA. Licensee shall not create any other derivative works from the Standard.
5. At TIA's sole discretion this license may be revoked by TIA if in TIA's sole discretion the content of the Standard is improperly distributed or used in a manner inconsistent with this Agreement.
6. Licensee acknowledges and agrees that the TIA Standard remains the sole property of TIA.
7. EPI will grant TIA, at all times, to sit in the course free of charge to assess the competencies of the EPI, or EPI approved, trainer(s) and training facilities. TIA will bear all costs of such attendance.




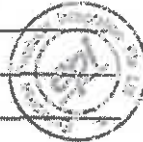
8. Licensee shall put forth a consistent and good-faith effort to ensure all participants in training courses have legally and fairly obtained and paid for a copy of the Standards owned by TIA and specified in Appendix A. The Standards shall be purchased through TIA's authorized publisher, or purchased as part of a training course bundle offered by EPI with support from TIA's authorized publisher.
9. Licensee understands and agrees that the TIA Standard may include information to prevent improper and unauthorized use, by one or more methods of computer control and/or varied names and addresses or a combination of these and other methods. Licensee shall not attempt to delete, override or evade these protections and shall put forth a consistent and good-faith effort to ensure no participants in the course have done so.
10. **Limitation of Liability:** Each party's entire liability to the other party and such other party's sole and exclusive remedy for damages concerning performance or nonperformance by a party under or in relation to this Agreement shall be limited to the payment by a party of actual damages of the other party not to exceed \$10,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, TIME OR DATA, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS) TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW EVEN IF EITHER PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
11. **Termination.** The Licensee or TIA may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. TIA may terminate this Agreement by giving written notice to the Licensee if the Licensee breaches any provision of this Agreement and fails to correct such breach within thirty (30) days of being notified by TIA. Upon termination of this Agreement, all the rights and privileges herein granted to the Licensee shall immediately terminate and the Licensee shall cease use of the Standard.
12. Licensee shall prepare an annual report detailing the number of participants, locations, customer name, and contact details (phone, email and address) for auditing purposes.
13. The term of this Agreement shall be for one calendar year from the date of execution. After the initial term it shall remain in effect on a month-to-month basis until terminated by either party.
14. **General.** This Agreement shall be governed by the laws of the state of Virginia without giving effect to applicable conflict of laws provisions. The parties will first attempt to resolve any and all disputes, differences, or questions arising out of or relating to this Agreement, or the validity, interpretation, breach, or violation or termination. All proceedings shall be held in Arlington VA if a dispute arises that cannot be resolved amicably between the parties.

Telecommunications Industry Association

Signature: 
Name: Grant Scittest
Title: President
Date: 2/22/13

Enterprise Product Integration (EPI) Pte Ltd LICENSEE:

Signature: 
Name: EDWARD VAN LEENT
Title: CHAIRMAN & CEO
Date: 9-FEB-2013



Appendix A: List of Licensed Agreements

Title of Document	License Fee
ANSI/TIA-942-A, <i>Telecommunications Infrastructure Standard for Data Centers</i>	US\$0

