PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2858150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Execution Date
QUOR VENTURE ADVISORS, L.L.C.	05/12/2014

RECEIVING PARTY DATA

Name:	DATAWIND NET ACCESS CORPORATION
Street Address:	10 FITZPATRICK DRIVE
City:	BRAMPTON
State/Country:	ONTARIO

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	7068381
Patent Number:	6690403
Patent Number:	7356570
Application Number:	09764418
Patent Number:	7023572
Patent Number:	6941382
Patent Number:	6874009
Patent Number:	6842777
Patent Number:	6928461
Patent Number:	7289244
Patent Number:	6633314
Patent Number:	6894661
Patent Number:	6915327
Application Number:	09781265

CORRESPONDENCE DATA

Fax Number: (713)228-8778

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7132288600
Email: Graves@oshaliang.com
Correspondent Name: ROBERT P. LORD
Address Line 1: 909 FANNIN

Address Line 2:	SUITE 3500
Address Line 4:	HOUSTON, TEXAS 77010
ATTORNEY DOCKET NUMBER:	17719/001001
NAME OF SUBMITTER:	COURTNEY GRAVES
SIGNATURE:	/Robert P. Lord/
DATE SIGNED:	05/16/2014

Total Attachments: 20
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Affiant: Suneet Singh Tuli

Date Sworn: May 12th 2014

AFFIDAVIT OF SUNEET SINGH TULI

I, the undersigned, Suneet Singh Tuli, having my professional address at 10 Fitzpatrick Drive, in the City of Brampton, Ontario, do solemnly declare:

1. I, Suneet Singh Tuli, am the President and CEO at Datawind Net Access Corporation, a Delaware corporation ("Datawind"), and as such have personal knowledge of the matters herein deposed, except where stated to be based on information and belief, in which case I verily believe the same to be true.

The Settlement and Release Agreement

2. On November 23, 2005, a Settlement and Release Agreement ("Settlement Agreement") was made and entered into by and among Quor Venture Advisors, L.L.C., a Delaware corporation ("Quor"), Jeffrey M. Cohen, an individual ("Cohen"), Jeffrey McElnea, an individual ("McElnea"), James A. Ladd, Jr., an individual ("Ladd"), on the one hand and Datawind Net Access Corporation ("Datawind") on the other hand. A copy of the Agreement is attached as **Appendix A.**

3. As set forth in the Settlement Agreement, a series of agreements entered into between Quor, Cohen and Datawind were defined as the "Financing Agreements", including a security agreement dated January 18, 2002 ("Security Agreement"). *See* (A)(5) on page 1 of Appendix A.

4. Pursuant to the Security Agreement, Quor had obtained a first priority security interest in substantially all of Datawind's assets ("Quor Security Interest"), including Datawind's intellectual property. *See* (D) on page 2 of Appendix A.

5. The object of the Settlement Agreement was to settle any debt, equity interests or liens Quor, Cohen, McElnea and Ladd may have and to release and discharge Datawind. *See* (I) on page 3 of Appendix A.

6.   Upon Datawind's satisfaction of its payment obligations set forth in paragraph 2 of the Settlement Agreement, Quor, Cohen, McElnea and Ladd thereby released, acquitted and fully and forever discharged Datawind of and from any and all claims arising out of or related to the Quor Contract Claims (paragraph 3.1.1. of the Settlement Agreement).

7.   The Quor Contract Claims included any and all contract and related equitable claims and remedies with respect to, *inter alia*, the Financing Agreements and the Quor Security Interest.

The Wire Transfers

8.   Pursuant to the Settlement Agreement and in consideration therefor, Datawind was to pay Quor an amount of US $ ▓▓▓▓▓ within two (2) business days after all parties had executed the Agreement (*i.e.* November 23, 2005) and an additional amount of US $ ▓▓▓▓▓ on or before 5:00 p.m. EST on March 31, 2006.

9.   On November 24, 2005, US $ ▓▓▓▓▓ were wired from Datawind's bank account with the Royal Bank of Canada's main branch located at 1, Place Ville-Marie, Montreal, Canada, to Pershing LLC's bank account with the Bank of New York, New York, USA.

10.   On March 29, 2006, US $ ▓▓▓▓▓ were wired from Datawind's bank account with the Royal Bank of Canada's main branch located at 1, Place Ville-Marie, Montreal, Canada, to Pershing LLC's bank account with the Bank of New York, New York, USA.

11.   I hereby certify that the wire transfers mentioned in paragraphs 9 and 10 above have been duly executed as evidenced by copies of such wire transfer requests and corresponding confirmations attached as **Appendix B**.

12.   As such, Datawind satisfied its payment obligations set forth in paragraph 2 of the Settlement Agreement.
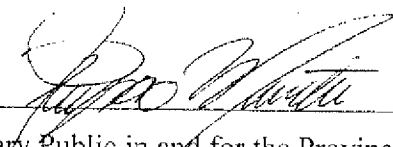
Conclusion

13.   In light of the above, and pursuant to the Settlement Agreement, any and all security on Datawind's intellectual property, including the Quor Security Interest, should be fully and forever discharged.

14.   I, Suneet Singh Tuli, hereby a that all statements made herein of our own knowledge are true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

AND I HAVE SIGNED:

_____

SUNEET SINGH TULI

SOLEMNLY DECLARED before me in the City of _Mississauga_____ ,
on this _12th_ day of May, 2014.

_____

Notary Public in and for the Province of Ontario

RUPA MURTHI
Barrister, Solicitor & Notary Public
Dhillon Law Professional Corporation
7895 Tranmere Dr., Suite 220
Mississauga, ON, L5S 1V9
Tel: (905) 673-7272 Fax (905) 673-7279

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APPENDIX A

Settlement and Release Agreement dated November 23, 2005.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into as of November 23, 2005 by and among Quor Venture Advisors, L.L.C., a Delaware corporation ("Quor"), Jeffrey M. Cohen, an individual ("Cohen") (collectively, Cohen and Quor are sometimes referred to herein as "Defendants"), Jeffrey McElnea, an individual ("McElnea"), James A. Ladd, Jr., an individual ("Ladd"), on the one hand and Datawind Net Access Corporation fka Next Net Appliance Corporation ("Datawind") on the other hand (collectively, Datawind, Cohen, Quor, McElnea and Ladd are sometimes referred to herein as the "Parties") in light of the following recitals:

A.   Quor, Cohen and Datawind are parties to the following agreements (collectively, the "Financing Agreements"):

1.   July 27, 2001 Confidentiality Agreement (the "Confidentiality Agreement");

2.   October 30, 2001 Advisory Agreement, as amended (the "Advisory Agreement");

3.   January 18, 2002 Consulting Agreement (the "Consulting Agreement");

4.   January 18, 2002 Note Purchase Agreement, as amended (the "Purchase Agreement");

5.   January 18, 2002 Security Agreement (the "Security Agreement");

6.   Senior Secured Convertible Promissory Notes issued under the Purchase Agreement in the respective principal amounts of ▓▓▓▓▓▓ ▓▓▓▓▓▓▓▓▓ on January 18, 2002, February 18, 2002 and March 20, 2002, respectively, (the "Initial Notes");

7.   Senior Secured Convertible Promissory Notes issued under the Purchase Agreement in the respective principal amounts of $ ▓▓▓▓ and ▓▓▓▓ on April 19, 2002 and June 1, 2002, respectively (the "Modified Notes");

8.   Senior Secured Convertible Promissory Note issued under the Purchase Agreement in the principal amount o ▓▓▓▓ on July 22, 2002 (the "Specified Note", together with the Initial Notes and the Modified Notes, the "Quor Notes");

9.   Agreement Extending Target Maturity Date and Payment of Expenses dated October 9, 2002 ("Extension Agreement");

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10. Warrant to Purchase Up to ▓▓▓▓▓ ares of Common Stock between Datawind and Cohen (the "First Cohen Warrant"); and

11. Warrant to Purchase Up to ▓▓▓▓▓ Shares of Common Stock between Datawind and Cohen (the "Second Cohen Warrant").

B. McElnea is the holder of a Senior Secured Convertible Promissory Note dated July 22, 2002 in the principal amount of ▓▓▓▓▓ (the "McElnea Note") and a Warrant to Purchase Up to ▓▓▓▓▓ shares of Common Stock of Datawind (the "McElnea Warrant"). Pursuant to an "Assignment and Assumption Agreement" McElnea has assigned or will assign to Quor any and all rights, obligations, duties and liabilities under the McElnea Note and the McElnea Warrant (the "McElnea Assignment").

C. Ladd is the holder of a Senior Secured Convertible Promissory Note dated July 22, 2002 in the principal amount of ▓▓▓▓▓ (the "Ladd Note") and a Warrant to Purchase Up to ▓▓▓▓▓ shares of Common Stock of Datawind (the "Ladd Warrant"). Pursuant to an "Assignment and Assumption Agreement" Ladd has assigned or will assign to Quor any and all rights, obligations, duties and liabilities under the Ladd Note and the Ladd Warrant (the "Ladd Assignment").

D. Pursuant to the Security Agreement, Quor has obtained a first priority security interest in substantially all of Datawind's assets (the "Quor Security Interest").

E. Defendants, McElnea and Ladd contend that each of the Quor Notes, the McElnea Note and the Ladd Note is in default and that the outstanding principal amount of ▓▓▓▓▓, plus accrued and unpaid interest on the Quor Notes, McElnea Note and Ladd Note, plus costs and fees if provided and as provided in each respective note, is now due and payable to Quor.

F. Datawind disputes that any of the Quor Notes, the McElnea Note or the Ladd Note is in default or that any amounts are owed to Quor, Cohen, McElnea or Ladd pursuant to the Quor Notes, the McElnea Note, the Ladd Note or any of the Agreements referenced in Paragraph A, above.

G. On November 3, 2005, Datawind filed a *Verified Complaint for Injunctive, Declaratory and Other Relief* against Quor and Cohen in the Court of Chancery of the State of Delaware in and for New Castle County (the "Chancery Court") (the "Action").

H. In the Action, Datawind has asserted claims against Quor and Cohen for (1) breach of the Consulting Agreement, Confidentiality Agreement and Advisory Agreement; (2) declaratory relief that Datawind is not in default on any notes to Defendants, McElnea or Ladd; (3) preliminary and permanent injunctive relief preventing an auction of Datawind's assets by Quor; (4) fraudulent inducement; and (5) tortious interference with existing and prospective contractual relations (collectively, the "Datawind Claims").

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I.   In order to avoid the uncertainty and expense of litigating their disputes in the Action, the Parties are willing to resolve their disputes arising out of the Financing Agreements, the Quor Notes, the McElnea Note, the Ladd Note, the Quor Security Interest, the First Cohen Warrant, the Second Cohen Warrant, the McElnea Warrant, the Ladd Warrant, the Action and the Datawind Claims by entering into this Agreement and agreeing to the entry of judgment on the terms and conditions set forth in the "Stipulation for Entry of Judgment and Order Thereon" (the "Stipulation") of even date.

J.   The Parties have agreed that Defendants, McElnea and Ladd shall accept the sum of ▓▓▓▓▓ n full satisfaction of any debt, equity interests or liens they may have. If Datawind fails to satisfy its payment obligations as set forth in this Agreement, the Parties agree that Datawind consents to the entry of judgment in favor of Defendants in the amount of ▓▓▓▓▓ plus accrued and unpaid interest thereon to and including the date of entry of judgment, and costs and fees, as provided in each of the respective Quor Notes, McElnea Note and Ladd Note.

NOW, THEREFORE, in consideration of the foregoing and all of the mutual covenants contained herein it is stipulated and agreed as follows:

1.   Recitals. Each of the recitals set forth above is hereby incorporated into this Agreement.

2.   Consideration for Settlement. Within two (2) business days after all parties have executed this Agreement and the Stipulation Datawind will pay the sum of ▓▓▓▓▓ (U.S. Dollars) to Quor (the "Initial Payment"). On or before 5:00 p.m. Eastern Standard Time on March 31, 2006, Datawind will pay to Quor an additional (U.S. Dollars) (the "Settlement Balance").

2.1   Method of Payment. At or prior to the respective dates and times specified in Paragraph 2, Datawind shall instruct its bank to wire the Initial Payment and Settlement Balance to an account or accounts specified by Quor prior to the execution of this Agreement. Datawind shall provide Quor with a copy of the instructions it sends to its bank reflecting the wire transfer instructions and a copy of the bank's wire transfer confirmation. Provided that the instructions demonstrate that the wire transfer order was made at or prior to the respective dates and times specified in Paragraph 2 and the bank's confirmation demonstrates that the Initial Payment or Settlement Balance was transferred, Datawind's payment shall be considered timely.

3.   Releases.

3.1   Release of Datawind by Quor, Cohen, McElnea and Ladd. Upon execution of this agreement, Quor, Cohen, McElnea and Ladd for themselves and for and on behalf of their past and present principals, officers, directors, shareholders, attorneys, attorneys-in-fact, representatives, successors,

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predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, insurers, sureties, and associates, and each of them, does hereby release, acquit, and fully and forever discharge, Datawind, and its past and present principals, officers, directors, shareholders, attorneys, attorneys-in-fact, representatives, successors, predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, insurers, sureties, and associates, and each of them, of and from any and all claims, liabilities, losses, expenses, injuries, debts, actions, demands, damages, setoffs, attorneys' fees and costs, law suits and causes of action of every kind, whether based in tort, contract, or any or legal or equitable theory of recovery, both known and unknown, fixed or contingent, liquidated or unliquidated, existing from the beginning of time to this date.

3.1.1   Carve Out to Datawind Release. Quor, Cohen, McElnea and Ladd shall only release Datawind from the Quor Contract Claims, if and when Datawind satisfies its payment obligations set forth in Paragraph 2 and not before that time. The Quor Contract Claims are hereby defined as: (1) any and all contract and related equitable claims and remedies with respect to the Financing Agreements, Quor Notes, Ladd Note and McElnea Note and the Quor Security Interest; (2) the equity interests or rights to obtain equity interests under the First Cohen Warrant, the Second Cohen Warrant, the McElnea Warrant and the Ladd Warrant; and (3) rights and claims under this Agreement. Upon Datawind's satisfaction of its payment obligations set forth in Paragraph 2, Quor, Cohen, McElnea and Ladd for themselves and for and on behalf of their past and present principals, officers, directors, shareholders, attorneys, attorneys-in-fact, representatives, successors, predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, insurers, sureties, and associates, and each of them, does hereby release, acquit, and fully and forever discharge, Datawind, and its past and present principals, officers, directors, shareholders, attorneys, attorneys-in-fact, representatives, successors, predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, insurers, sureties, and associates, and each of them, of and from any and all claims, liabilities, losses, expenses, injuries, debts, actions, demands, damages, setoffs, attorneys' fees and costs, law suits and causes of action of every kind arising out of or related to the Quor Contract Claims, whether based in tort, contract, or any or legal or equitable theory of recovery, both known and unknown, fixed or contingent, liquidated or unliquidated, existing from the beginning of time to this date.

3.2   Release of Quor, Cohen, McElnea and Ladd by Datawind. Upon execution of this Agreement, Datawind, for itself and for and on behalf of its past and present principals, officers, directors, shareholders, attorneys, attorneys-in-fact, representatives, successors, predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, insurers, sureties, and associates, and each of them, does hereby release, acquit, and fully and

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forever discharge, Quor, Cohen, McElnea, Ladd and each of their respective past and present principals, officers, directors, direct and indirect shareholders, subsidiaries, divisions, affiliates, agents, partners, attorneys, attorneys-in-fact, representatives, successors, predecessors, trustees, transferees, licensees, employees, independent contractors, administrators and assigns, controlling persons, joint ventures, insurers, sureties, parents, servants and associates, of and from any and all claims, liabilities, losses, expenses, injuries, debts, actions, demands, damages, setoffs, attorneys' fees and costs, law suits and causes of action of every kind whatsoever, whether based in tort, contract, or any or legal or equitable theory of recovery, both known and unknown, fixed or contingent, liquidated or unliquidated, existing from the beginning of time to this date arising out of, in connection with or related to the Financing Agreements, the Action, the Quor Notes, the McElnea Note, the Ladd Note and the Datawind Claims.

3.3 Release of the Quor Security Interest. Upon Datawind's satisfaction of its payment obligations set forth in Paragraph 2, Quor will fully and forever release the Quor Security Interest.

3.4 Release of Equity Interests. Upon Datawind's satisfaction of its payment obligations set forth in Paragraph 2, any and all rights of Quor, Cohen, McElnea and Ladd to Datawind securities, derivative or otherwise, will be fully and forever extinguished, and all Datawind securities possessed by Quor, Cohen, McElnea and Ladd shall be returned to Datawind.

3.5 Waiver of Unknown Claims. With respect to all claims released pursuant to Paragraph 3, the Parties hereby ACKNOWLEDGE AND UNDERSTAND that California Civil Code section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Parties agree that the provisions of California Civil Code section 1542 and all similar federal or state laws, rights, rules and legal principles of any other jurisdiction or political subdivision which may be applicable hereto, including

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Delaware, to the extent they apply to any of the matters released herein, ARE

KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY

Datawind, Quor, Cohen, McElnea AND Ladd, in each and every capacity, to the

fullest extent possible, and the Parties FURTHER AGREE AND

ACKNOWLEDGE that this waiver is an essential term of the releases set forth in

this Agreement, without which the Parties would not have entered into this

Agreement.

4.   Events of Breach. Datawind shall be in breach hereunder if the following event occurs:

4.1   Datawind fails to timely pay the Initial Payment and the Settlement Balance in the manner described in Paragraph 2.

5.   Remedies Upon Breach.

5.1   Entry of Judgment. If Datawind fails to make the payments in the manner described in Paragraph 2, Defendants shall have the right to declare that Datawind is in breach of this Agreement. In the event of a breach by Datawind, Defendants shall immediately notify Datawind, in writing, of the breach. Notice shall be by both fax and e-mail to Datawind's counsel, Shivbir Grewal, whose fax number is (949)823-5119 and e-mail address is sgrewal@sycr.com. Defendants may enter judgment against Datawind as set forth in the Stipulation, only after 48 hours have elapsed from the time notice was given to Datawind.

5.2   Effect of Partial Payments. Any judgment rendered pursuant to Paragraph 5 shall be offset and reduced by any partial payments made by Datawind under Paragraph 2.

6.   No Waiver of Defaults by Defendants, McElnea or Ladd. A waiver of a breach by Defendants, McElnea or Ladd or the acceptance of a later or partial payment, shall not affect Defendants' right to enforce this Agreement upon occurrence of a subsequent breach.

7.   Termination of Pending Legal Action and Forbearance. Upon execution of this Agreement and by entering the Stipulation, Datawind agrees to terminate all legal action against Quor, and Defendants, McElnea, and Ladd agree to forbear from taking any efforts to enforce the Financing Agreements, the Quor Notes, the McElnea Note, the Ladd Note, the Quor Security Interest, the First Cohen Warrant, the Second

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CohenWarrant, the McElnea Warrant, or the Ladd Warrant unless Datawind fails to make the payments set forth in Paragraph 2 below.

8. <u>Time is of the essence hereunder</u>. Should any breach occur in the prompt payment of any monies due hereunder when the same fall due, or the failure to perform any of the terms and conditions herein, then Defendants may proceed to obtain a judgment as set forth in Paragraph 5 of this Agreement and the Stipulation.

9. <u>Representations and Warranties</u>. Each of the Parties hereto represents and warrants to the other party herein that:

    a. The documents provided for herein to be delivered pursuant to this Agreement, will, when executed and delivered, constitute the legal, valid, and binding obligation of such party;

    b. The execution, delivery and performance of this Agreement and the Stipulation does not conflict with any agreement or understanding by which it is bound, and does not require the consent or approval of any third party which has not been obtained;

    c. Except with respect to the McElnea Assignment and Ladd Assignment, none of the claims, liens or interests released in Paragraph 3 has been assigned to any third parties;

    d. The person signing this Agreement and the Stipulation in a representative capacity on behalf of the Parties, to the extent applicable, is duly authorized to enter into, and execute, this Agreement and Stipulation in such capacity;

    e. No party to this Agreement or any officer, director, shareholder, parent corporation, controlling person, employee, servant, partner, joint venturer, alter ego, agent, representative, attorney, attorney-in-fact, subsidiary, division, predecessor, affiliate, successor, trustee, transferee, licensee, beneficiary, administrator, heir or assign of or for any such party has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and no party to this Agreement has relied upon any statement, representation, promise of any party hereto or of any officer, director, shareholder, parent corporation, controlling person, employee, servant, partners, joint venturer, alter ego, agent, representative, attorney, attorney-in-fact, subsidiary, division, predecessor, affiliate, successor, trustee, transferee, licensee, beneficiary, administrator, heir or assign of or for any such party in executing or entering into this Agreement or in making the settlement provided for herein;

10. <u>Conditions Precedent</u>. The execution by the Parties of the Stipulation and form of judgment attached thereto is a condition precedent to the effectiveness of this Agreement.

11. <u>Integration Clause</u>. This Agreement and the Stipulation contain all of the terms and conditions agreed upon by the Parties regarding the subject matter of this

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Agreement, and constitute the entire agreement between the Parties. Any prior agreements, promises, negotiations or representations, whether oral or written, relating to the subject matter of this Agreement have no force or effect. In the event of any conflict between the terms of this Agreement and the Stipulation, the Stipulation shall control.

12.   Applicable Law, Jurisdiction and Venue. This Agreement and the Stipulation shall be construed under the internal laws of the State of California and the Chancery Court shall retain exclusive jurisdiction to enforce the terms and conditions of this Agreement and the Stipulation , and the parties to this Agreement hereby irrevocably submit to the personal jurisdiction of the Court of Chancery for the purposes of enforcing the terms and conditions of the Agreement, the Stipulation and the judgment pursuant to the Stipulation.

13.   Execution of the Agreement. This Agreement and the Stipulation may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the Parties hereto. Each fully or partially executed counterpart shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. The manual signature of any party hereto that is transmitted to any other party by facsimile shall be deemed for all purposes to be an original signature. The Parties hereto shall execute such further documents and take such further actions as may be necessary to carry the terms and provisions of this Agreement and the Stipulation into effect.

This Agreement is executed effective as of the date referenced above by the individuals below and the duly authorized representatives of each of the entities that are signatories hereto.

Quor Venture Advisors, L.L.C., a Delaware limited liability company:
By: _____
Name: Jeffrey M. Cohen
Title: Managing Member

Datawind Net Access Corporation, a Delaware corporation:

By: _____
Name: Suneet S. Tuli
Title: Chief Executive Officer

Jeffrey M. Cohen, an individual:

_____

Jeffrey McElnea, an individual:

_____

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12.   Applicable Law, Jurisdiction and Venue. This Agreement and the Stipulation shall be construed under the internal laws of the State of California and the Chancery Court shall retain exclusive jurisdiction to enforce the terms and conditions of this Agreement and the Stipulation , and the parties to this Agreement hereby irrevocably submit to the personal jurisdiction of the Court of Chancery for the purposes of enforcing the terms and conditions of the Agreement, the Stipulation and the judgment pursuant to the Stipulation.

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This Agreement is executed effective as of the date referenced above by the individuals below and the duly authorized representatives of each of the entities that are signatories hereto.

Quor Venture Advisors, L.L.C., a Delaware limited liability company:
By: _____
Name: Jeffrey M. Cohen
Title: Managing Member

Datawind Net Access Corporation, a Delaware corporation:
By: _____
Name: Suneet S. Tuli
Title: Chief Executive Officer

Jeffrey M. Cohen, an individual:
_____

Jeffrey McElnea, an individual:

_____

James A. Ladd, Jr., an individual:

_____

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12. Applicable Law, Jurisdiction and Venue. This Agreement and the Stipulation shall be construed under the internal laws of the State of California and the Chancery Court shall retain exclusive jurisdiction to enforce the terms and conditions of this Agreement and the Stipulation , and the parties to this Agreement hereby irrevocably submit to the personal jurisdiction of the Court of Chancery for the purposes of enforcing the terms and conditions of the Agreement, the Stipulation and the judgment pursuant to the Stipulation.

13. Execution of the Agreement. This Agreement and the Stipulation may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the Parties hereto. Each fully or partially executed counterpart shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. The manual signature of any party hereto that is transmitted to any other party by facsimile shall be deemed for all purposes to be an original signature. The Parties hereto shall execute such further documents and take such further actions as may be necessary to carry the terms and provisions of this Agreement and the Stipulation into effect.

This Agreement is executed effective as of the date referenced above by the individuals below and the duly authorized representatives of each of the entities that are signatories hereto.

Quor Venture Advisors, L.L.C., a Delaware limited liability company:
By: _____
Name: Jeffrey M. Cohen
Title: Managing Member

Datawind Net Access Corporation, a Delaware corporation:
By: _____
Name: Suneet S. Tuli
Title: Chief Executive Officer

Jeffrey M. Cohen, an individual:

_____

Jeffrey McElnea, an individual:

_____

James A. Ladd, Jr., an individual:

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Agreement, and constitute the entire agreement between the Parties. Any prior agreements, promises, negotiations or representations, whether oral or written, relating to the subject matter of this Agreement have no force or effect. In the event of any conflict between the terms of this Agreement and the Stipulation, the Stipulation shall control.

12.   Applicable Law, Jurisdiction and Venue. This Agreement and the Stipulation shall be construed under the internal laws of the State of California and the Chancery Court shall retain exclusive jurisdiction to enforce the terms and conditions of this Agreement and the Stipulation , and the parties to this Agreement hereby irrevocably submit to the personal jurisdiction of the Court of Chancery for the purposes of enforcing the terms and conditions of the Agreement, the Stipulation and the judgment pursuant to the Stipulation.

13.   Execution of the Agreement. This Agreement and the Stipulation may be executed in two or more counterparts, and it shall not be necessary that any one counterpart be executed by all of the Parties hereto. Each fully or partially executed counterpart shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. The manual signature of any party hereto that is transmitted to any other party by facsimile shall be deemed for all purposes to be an original signature. The Parties hereto shall execute such further documents and take such further actions as may be necessary to carry the terms and provisions of this Agreement and the Stipulation into effect.

This Agreement is executed effective as of the date referenced above by the individuals below and the duly authorized representatives of each of the entities that are signatories hereto,

Quor Venture Advisors, L.L.C., a Delaware limited liability company:
By: _____
Name: Jeffrey M. Cohen
Title: Managing Member

Datawind Net Access Corporation, a Delaware corporation:
By: _____
Name: Suneet S. Tuli
Title: Chief Executive Officer

Jeffrey M. Cohen, an individual:

_____

Jeffrey McElnea, an individual:

_____

James E. Ladd, Jr., an individual:

_____
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DOCSOC/1141377v1/012604-0001

APPENDIX B

Wire transfer requests and confirmations

Datawind Net Access
555, Rue Rene-Levesque West, Suite 1130
Montreal , Quebec H2Z **1B1**

Nov 24, 2005.

Royal Bank Of Canada
Main Branch
1 Place Ville Marie
Montreal, Quebec
H3c 3b5

Attn: **Current account department**

Dear Sir,
Re: Account number ▓▓▓▓▓▓▓ of Datawind Net
    access with you

Please arrange to effect the following wire transfer, by debiting our above
mentioned account with you

The Bank of NY, New York, NY

ABA # 021-000018

A/C Name: Pershing LLC

A/C #. ▓▓▓▓▓▓▓

Attn: **Jeffrey M. Cohen** Ac .. ▓▓▓▓▓▓▓

Amount : **USDLRS** ▓▓▓▓▓▓▓

(▓▓▓▓▓▓▓▓▓▓ US Dollars only)

Any questions call: **Kim Garland, Sales Associate, CREDIT | FIRST
SUISSE | BOSTON, 1201 W. Peachtree St. NE, Suite 3650, Atlanta, GA
30309, Phone: (404)897-2879, Fax:: (404)962-4234**

Also, Please fax us a confirmation copy of the wire transfer to our fax number
514 871-3864

Authorized signor
Raja Tuli

ROYAL BANK OF CANADA
MTL QC-QUEBEC IBC-FX

ROYAL FUNDS TRANSFER
2005 NOV 24

Branch Ref No...07140-05328-199840   Value Date..... 2005 NOV 25
ICN............   From   Send Ref....THERESA

Payment Amount............$ USD/Charges For... Sender
Client Rate.............. 1.00000000   Serial No.......
Conversion Amount........$
Communication Collected $ 4.27 USD
Commission Collected $ 21.36 USD
Client Pays Amount.......$ USD SRF Client No...684441892

Ordering Customer: Ordering Bank:
DATAWIND NET ACCESS CORPORA- TION
SUITE 1130
555 RENE-LEVESQUE BLVD W
MONTREAL   QC H2Z 1B1

Debit Branch Name (Princ)..MTL QC MAIN BR - MONTREAL   Account
        Sole owner.......00001 402-301-6
Debit Branch Name (Fees)...MTL QC MAIN BR - MONTREAL
        00001 402-301-6

Received From: (   )   Intermediary Bank:

Beneficiary Account:
Beneficiary Customer 1   Account With Bank: (ABA 0210 00018)
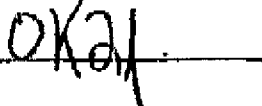PERSHING LLC   BANK OF NEW YORK

                      NEW YORK   NEW YORK

Details of Payment: Bank To Bank Information:
REF:JEFFREY M.COHEN
A/C NO.

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to secure a refund from the Receiving Bank and return those amounts to you. If conversion of funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an inquiry regarding this payment, or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except in cases where an error has been established on the part of RBC or the Receiving Bank).
    RBC will not be responsible for any loss or damage suffered or incurred by you except in a case where there has been negligence on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not limited to loss of profits), regardless of the cause of action.

SIGNATURE(S): _____ OK24 _____

ROYAL BANK OF CANADA
MTL QC-QUEBEC IBC-FX

ROYAL FUNDS TRANSFER
2006 MAR 29

Branch Ref No...07140-06098-199900
ICN............   From

Value Date..... 2006 MAR 29
Send Ref....THERESE

Payment Amount...........$
Client Rate.............. 1.00000000
Conversion Amount........$
Communication Collected $
Commission   Collected $
Client Pays Amount.......$

                USD Charges For... Sender
                    Serial No.......

     4.27 USD
    25.60 USD
                USD SRF Client No...654441892

Ordering Customer:
DATAWIND NET ACCESS CORPORA- TION
SUITE 1130
555 RENE-LEVESQUE BLVD W
MONTREAL   QC H2Z 1B1

Ordering Bank:

Debit Branch Name (Princ)..MTL QC MAIN BR - MONTREAL   Account
         Sole owner.....\.00001 402-301-6
Debit Branch Name (Fees)..\MTL QC MAIN BR - MONTREAL
         .   00001 402-301-6

Received From: (   )

Intermediary Bank:

Beneficiary Account:
Beneficiary Customer ;
PERSHING LLC

Account With Bank: (ABA 021000018)
THE BANK OF NEW YORK

NEW YORK   NEW YORK

Details of Payment:

Bank To Bank Information:
/REC/ATTN:JEFFREY M.COHEN
//AC #

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank").
If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a
refund and RBC shall make best efforts to secure a refund from the Receiving Bank and return those amounts to you. If conversion of
funds is requested, the rate of exchange will be RBC's rate established at the time the refund is converted. If you need to make an
inquiry regarding this payment, or if you ask that RBC attempt to amend or cancel this payment, additional charges will apply (except
in cases where an error has been established on the part of RBC or the Receiving Bank).
     RBC will not be responsible for any loss or damage suffered or incurred by you except in a case where there has been negligence
on the part of RBC, and in any such case RBC will not be liable for any indirect, consequential or exemplary damages (including but not
limited to loss of profits), regardless of the cause of action.

SIGNATURE(S) : _____

Confidentiality Notice: this fax may be privileged and/or confidential, and the sender does not waive any
relevant rights and obligations. Any distribution, use or copying of this fax or the information it contains
by other than an intended recipient is unauthorized.
If you received this fax in error, please advise me immediately

Datawind Net Access
555, Rue Rene-Levesque West, Suite 1130
Montreal , Quebec H2Z 1B1

Date: Mar 28, 2006

Royal Bank Of Canada
Main Branch
1 Place Ville Marie
Montreal, Quebec
H3c 3b5

Attn: Current account department

Dear Sir,

Re: Account number ▓▓▓▓▓ of Datawind Net Acess with you

Please arrange to effect the following wire transfer, by debiting our above
mentioned account with you

The Bank of NY, New York, NY

ABA # 021-000018

A/C Name: Pershing LLC

A/C #: 890-051238-5

Attn: Jeffrey M. Cohen Ac ▓▓▓▓▓▓

Amount : USDLRS ▓▓▓▓▓▓▓▓

(▓▓▓▓▓▓▓▓ US Dollars only)

Any questions call: **Kim Garland, Sales Associate, CREDIT FIRST SUISSE
BOSTON, 1201 W. Peachtree St. NE, Suite 3650, Atlanta, GA 30309,
Phone: (404)897-2879, Fax:: (404)962-4234**

Also, Please fax us a confirmation copy of the wire transfer to our fax number
514 871-3864

Authorized signor
Raja Tuli