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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

LICENSE AGREEMENT

This Agreement is effective as of February 6, 2001, and is made by and between

NORTHPOINT TECHNOLOGY, LTD.

(hereinafter "Northpoint"), a limited partnership having an office at 111 Congress Avenue, Suite 2530, Austin, Texas 78701, and

THE FEDERAL COMMUNICATIONS COMMISSION

(hereinafter the "FCC"), an agency of the Government of the United States of America, having an office at The Portals, 445 Twelfth Street, Washington, D.C. 20554.

Recitals:

- A. Northpoint owns the entire right, title and interest in and to United States Patent No. 5,761,605, United States Patent No. 6,169,878, as well as other patents and pending patent applications in the field of terrestrial transmission of signals on a common frequency with direct broadcast satellite signals (hereinafter the "Patents").
- B. Northpoint is affiliated with Broadwave Albany LLC, et al. (hereinafter "Broadwave USA"), applicants before the FCC to provide terrestrial service in the 12.2-12.7 GHz Band using technology described and claimed in the Patents (hereinafter the "Northpoint Technology")
- C. The FCC is to conduct an independent demonstration of the Northpoint Technology in order to comply with Section 1012 of H.R. 5548, which was recently enacted as part of the Omnibus Consolidated Appropriations Act, Pub. L. 106-553, 114 Stat. 2762 (2000) (hereinafter "Section 1012").
- D. Northpoint is willing to grant a license to the FCC under the Patents for the use of the Northpoint Technology solely for the purpose of conducting an independent demonstration of the Northpoint Technology pursuant to Section 1012, under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

- (1) Northpoint hereby grants to the FCC a royalty-free, nonexclusive, nontransferable license under the Patents to use, and have used for it, the Northpoint Technology solely for the purpose of conducting or having conducted for it an independent demonstration of the Northpoint Technology pursuant to Section 1012 and solely in connection with the applications of Northpoint's Broadwave USA affiliates.
- (2) The FCC accepts the license granted hereby, and acknowledges and agrees that:
 - (a) The FCC holds no other license, express or implied, under the Patents; and
 - (b) This license shall end on April 30, 2001.

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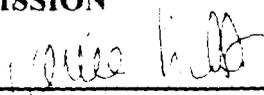
(3) This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first set forth above.

NORTHPOINT TECHNOLOGY, LTD.

By: 
Antoinette Cook Bush
Executive Vice President

**FEDERAL COMMUNICATIONS
COMMISSION**

By: 
Andrew S. Fishel, Managing Director
Federal Communications Commission