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Version 16

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3) "**Concurrent Session License**" is a right to open a limited number of active browser tabs (as designated in the License Certificate) that access the Software by all Licensee users in the aggregate.

4) "**User Device License**" is a right to use the Software on a limited number of Single User Devices (as defined below) as designated in the License Certificate.

5) "**Server Device License**" is a right to use the Software on a Multi-User Device (as defined below) to be accessed by a limited number of end users as designated in the License Certificate. The aggregate number of Licensee users that may access or otherwise utilize the services or functionality of the Software may not exceed the number designated in the License Certificate.

6) "**Device License**" is a right to use the Software by a limited number of (a) Single User Devices and (b) end users of each Multi-User Device, in the aggregate, as designated in the License Certificate.

7) "**Server Session License**" is the right to use the Software by the number of Host Sessions open at any given time as designated in the License Certificate. "Host Session" means a connection from a Device (as defined below) to a central system using the Program.

8) As otherwise set forth in the License Certificate.

Notwithstanding the foregoing, if Licensee is granted a **Device License** or **Named User License** (as identified in the License Certificate), the allocation and identification of the individual Device or the individual end user will be retained for a minimum of 30 days from the last use of the Software before the allocation and identification of such Device or end user, as the case may be, can be moved or transferred to a different, separate, and unique Device/end user. Additionally, Named User accounts are individualized and may not be shared or used by anyone other than the Licensee employee or User to whom the Named User account is assigned. The identification of Named Users must be unique to an individual and may not be of a generic nature.

"**Device**" means hardware that receives, processes, and presents information, including, but not limited to, a computer, workstation, terminal, tablet, handheld PC, Personal Digital Assistant, "smart phone," or terminal server.

"**Single User Device**" means a Device to be utilized by a single interactive user at any given time.

"**Multi-User Device**" means a Device to be utilized by more than a single interactive user at any given time.

Schedule B
Local Provision

<u>Australia</u>:

1. <u>Limited Software Warranty (Section 10)</u>: The following is added: The warranties specified in this Section are in addition to any rights you may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

2. <u>Limitation of Liability (Section 11)</u>: The following is added: To the extent permitted by law, where Ericom is in breach of a condition or warranty implied by the Trade Practices Act 1974 or the equivalent State or Territory legislation which cannot be excluded, Ericom's liability is limited, at Ericom's sole election: (a) in case of the Software: (i) to repair or replace the goods, or the supply of equivalent goods, or (ii) payment of the cost of such repair or replacement or of acquiring equivalent goods; and (b) in case of Support Services or Professional Services: (i) re-supply of the applicable services; or (ii) the cost of having the services supplied

again. In calculating Ericom's aggregate liability under the Agreement, the amounts paid or the value of any goods or services Ericom replaced, repaired, or supplied pursuant to this paragraph shall be included.

Belgium and France:

Limitation of Liability (Section 11): The following replaces the terms of this section in its entirety: Except as otherwise provided by mandatory law: Ericom's liability for any damages and losses that may arise as a result of the performance of its obligations in connection with the Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if Ericom is at fault), for a maximum amount equal to the charges Licensee paid for the Software that has caused the damages. This limitation shall not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which Ericom is legally liable. UNDER NO CIRCUMSTANCES IS ERICOM, OR ANY OF ITS SOFTWARE DEVELOPERS, LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOST PROFITS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES; OR 4) LOSS OF BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS. The limitation and exclusion of liability herein agreed applies not only to the activities performed by Ericom but also to the activities performed by its suppliers and Software developers, and represents the maximum amount for which Ericom as well as its suppliers and Software developers, are collectively responsible.

Germany and Austria:

1.   Limited Software Warranty (Section 10). The properly licensed Software will perform substantially as described in any Ericom documentation that accompany the Software. However, Ericom gives no contractual guarantee in relation to the licensed Software.

2.   Limitation of Liability (Section 11). In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Ericom is liable according to the statutory law.

3.   Subject to the preceding sentence, Ericom will only be liable for slight negligence if Ericom is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of the Agreement, the breach of which would endanger the purpose of the Agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Ericom will not be liable for slight negligence.

Italy:

Limitation of Liability (Section 11). Apart from damages arising out of gross negligence or willful misconduct for which Ericom may not limit its liability, Ericom's liability for direct and indirect damages related to the original or further defects of the Software, or related to the use or the nonuse of the Software or related to any case whatsoever for breach of the Agreement, shall be limited to the fees paid by you for the Software or for the part of the Software upon which the damages were based.

United Kingdom:

Governing Law/Jurisdiction And Arbitration (Section 13): The following replaces the first sentence of this section: The Agreement is governed by the laws of England and Wales, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto.