

CounterPath Bria Enterprise Service Specific Terms and Conditions

Software Licensing Models

(a) Software as a Service (SaaS) – Pay in Advance Annual Subscription Fees

When licensed on a Pay In Advance subscription basis, end users may use the software license for as long as they pay the annual subscription (the “Subscription Term”). If additional software subscriptions are purchased partway through the Subscription Term, the subscription fee on the additional licenses is calculated as the period which co-terminates the additional subscription period with the subscription term. This annual renewal date is established separately for each enterprise customer, typically to coincide with the date of the first purchase. For example, if Enterprise A places their first softphone order on January 1st, all subsequent orders within the first year will be prorated to align with this annual renewal date. If Enterprise B places their first order on February 15th, all subsequent orders will be aligned with a February 15th renewal date.

For example: the annual subscription fee is R2,500 and the Subscription Term ends in 125 days: [$(R2,500) \times (125 / 365) = R856.16$].

In the event the annual subscription fee is not paid in accordance with this Agreement, FirstNet shall provide written notice to the customer and they shall have thirty (30) days to cure, after which time the subscription license shall automatically terminate, without further notice or opportunity to cure. If the subscription is terminated, the customer will no longer have access to the CounterPath Software.

Subscriptions are purchased for a standard term of twelve months, and are purchased in advance. If a subscription is cancelled partway through the twelve month term, FirstNet does not provide refunds.

(b) Software as a Service (SaaS) – Pay As You Go Monthly Subscription Fees

When licensed on a Pay As You Go subscription basis, end users may use the software license for as long as the monthly subscription is valid (the “Subscription Term”). The end user is invoiced every month based on the number of devices accessing the software in that given month.

In the event the end user invoice is not paid in accordance with this Agreement, FirstNet shall provide written notice to the end user and they shall have seven (7) days to cure, after which time the subscription license shall automatically terminate, without further notice or opportunity to

cure. If the subscription is terminated, the end user will no longer have access to the CounterPath Software.

(c) License per Device or User

Software may be licensed on a per device or per user basis. If licensed on a per device basis, one software copy may be loaded on a single device. If licensed on a per user basis, software may be loaded on up to four devices belonging to that user.