

TERMS AND CONDITIONS FOR DIALOGIC TRAINING

These Terms and Conditions for Dialogic Training (these “Terms and Conditions”) are a legal agreement between Dialogic Corporation and its Subsidiaries (collectively, “Dialogic”) and you (either an individual or an entity) (“You”). For the purpose of this Agreement, a Subsidiary shall be defined as any entity in which Dialogic Corporation owns a majority of the voting shares directly or indirectly. Read the following terms and conditions carefully before signing up for Dialogic Training (defined below). They define Your rights and obligations with respect to the Dialogic Training. If You do not agree to these Terms and Condition, do not continue with this registration process. **COMPLETING THE REGISTRATION PROCESS AND PARTICIPATING IN DIALOGIC TRAINING INDICATES YOUR AGREEMENT WITH AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. AN INDIVIDUAL WHO DOES NOT HAVE AUTHORITY TO BIND THE ENTITY REGISTERING FOR THE DIALOGIC TRAINING SHOULD NOT COMPLETE THE REGISTRATION WITHOUT OBTAINING APPROVAL OF THESE TERMS AND CONDITIONS FROM A PERSON HAVING SUCH AUTHORITY.**

AVAILABILITY/ELIGIBILITY

Certain training courses or sessions offered or sponsored by Dialogic may not be available to certain individuals or entities. By means of non-limiting example, certain Dialogic training courses or sessions, whether held in person, via the Internet, or otherwise (hereinafter collectively and/or alternatively referred to as “Dialogic Training”), may be available only to those from certain regions or companies, those who have previously purchased certain products, those who have already attended other Dialogic Training, and/or those who are members of the Dialogic Partner Program. Dialogic Training may not be available, at Dialogic’s sole and absolute discretion, to registrants who have not paid course fees prior to start of the Dialogic Training program. Before signing up for specific Dialogic Training, it is Your responsibility to verify that You are eligible to attend that specific Dialogic Training.

SPACE LIMITATIONS

Certain Dialogic Training, including but not limited to in person Dialogic Training, will have space limitations whether indicated as such by Dialogic or not. In instances where there are such space limitations, and unless otherwise specified by Dialogic in writing, priority will be given to eligible attendees (see above) on a “first come, first served” basis, whereby those who sign up for the Dialogic Training and pay in full will be given priority for attendance.

ENGLISH LANGUAGE

Unless specifically noted, all Dialogic Training is conducted in the English language, including without limitation in person Dialogic Training that is to occur outside of either the United States or another English-speaking country. Also, unless specifically noted, all materials shown, presented, referenced or disseminated during or in connection with Dialogic Training will be written or spoken in the English language.

CHANGES/CANCELLATION/POSTPONEMENT

Dialogic reserves the right, for any reason and at any time, to change the dates and/or locations of Dialogic Training and/or to cancel or postpone Dialogic Training, in which case those who have already signed up for the changed, cancelled or postponed Dialogic Training will be notified via email of relevant details.

Unless otherwise indicated, in writing, by Dialogic, there will be no full or partial refunds for changed, cancelled or postponed Dialogic Training. Dialogic will provide a credit for changed, cancelled or postponed Dialogic Training only in the event such Dialogic Training is not rescheduled to occur (a) within one (1) year of the previously scheduled date, and, in the case of in person Dialogic Training, (b) within 600 miles of the location where the previously scheduled Dialogic Training was to occur. Dialogic shall not be liable for any airline, hotel, or travel related or other similar expenses incurred as a result a changed, cancelled or postponed Dialogic Training program.

RELATED EXPENSES

Unless otherwise indicated, in writing, by Dialogic, attendees of Dialogic Training must arrange for and provide their own accommodations and pay for any and all expenses associated or in connection with Dialogic Training, including, but not limited to, transportation to and from the Dialogic Training session, as well as for any required food (other than food and drink served during the Dialogic Training) and lodging.

NO GUARANTEE OF RESULTS

Dialogic does not guarantee that attendees of Dialogic Training will achieve any specific level of knowledge or understanding of the subject matter of the Dialogic Training. Actual results will vary by attendee.

SALE AND TRANSFER PROHIBITED

Dialogic Training cannot be sold, transferred or assigned to another individual or entity without prior written approval of Dialogic, nor can it be returned to or exchanged for or toward the purchase of another Dialogic® product or Dialogic Training, for credit, or for a full or partial refund of the retail value Dialogic Training without the written approval of Dialogic and unless requested in advance of the scheduled date of the Dialogic Training.

INSTALLATION AND USAGE OF SOFTWARE AND USAGE OF EQUIPMENT

In furtherance of receiving certain Dialogic Training, You may be asked (or required) to install certain Dialogic and/or third party software and/or application(s) ("Training Software"), such as in order to remotely access content relating to the Dialogic Training that resides on Dialogic servers or other equipment ("Dialogic Equipment"). By doing so, You understand that You are solely responsible for any damage to your computer system or loss of data that results therefrom. In no event and under no circumstances will Dialogic, its agents or its licensors be liable to you or any other third party for special, direct, incidental, consequential, compensatory, exemplary, punitive, multiple or other indirect damages, or for damages relating to loss of income or profits, loss of data, loss of use or costs of procurement of substitute goods or services, or business interruption, loss of or damage to property arising out of this agreement, under any cause of action or any theory of liability, whether based upon warranty, contract, tort, strict liability or otherwise, even if Dialogic has been advised of the possibility of such damages or losses.

Dialogic does not guarantee or warrant that the Training Software or the Dialogic Equipment will be error-free, continuously available, free of viruses or other harmful components, or that it/they will satisfy Your requirements.

Through and during Your utilization of the Training Software and/or Dialogic Equipment, You shall not knowingly or recklessly transmit any electronic content (including but not limited to viruses, Trojan horses, worms, time bombs, zombies, cancelbots, spyware, malware or any other disruptive or destructive files, material, or computer programming routines) which shall cause or is likely to cause detriment or harm, in any degree, to the Dialogic Equipment or any computer systems owned by Dialogic or any other person or that shall interfere or is likely to interfere with any third party's uninterrupted use and enjoyment of the Dialogic Equipment.

LIMITATION OF LIABILITY

Those who sign up for or attend Dialogic Training agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with Dialogic Training shall be resolved individually without resort to any form of class action, and each entrant waives his or her right to a jury trial for such disputes, claims, and causes of action; (2) any claims, judgments and/or awards shall be limited to actual out-of-pocket costs incurred in signing up for Dialogic Training but in no event costs associated with attending the Dialogic Training and also in no event attorneys' fees; and (3) under no circumstances will anyone who signs up for or attends Dialogic Training be permitted to obtain any award for, and all those who sign up for or attend Dialogic Training hereby waive any and all rights to claim, punitive, indirect, special, incidental or consequential damages as well as any and all rights to have damages multiplied or otherwise increased and waive all rights to claim any other damages, other than damages for tuition for the Dialogic Training.

CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions or the rights and obligations of Dialogic or any one who signs up for or attends Dialogic Training, shall be governed by, and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than New York. The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these terms and conditions shall be construed as if the invalid or unenforceable provision was not contained therein.

GENERAL RELEASE

Dialogic and its affiliated companies or personnel shall not be liable for any punitive, indirect, incidental, special or consequential damages related to Dialogic Training. Those who sign up for or attend Dialogic Training release Dialogic and its affiliated companies, directors, officers, employees, representatives, partners and agents from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with Dialogic Training (including, without limitation, claims, costs, injuries, losses or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light).

MISCELLANEOUS

All applicable federal, state and local laws apply. Dialogic shall be entitled to interpret these terms and conditions as needed and desired, and all of its decisions relating thereto are final.

Dialogic is a registered trademark of Dialogic Corporation (“Dialogic”). Dialogic's trademarks may be used publicly only with permission from Dialogic. Such permission may only be granted by Dialogic's legal department at 9800 Cavendish Blvd., 5th Floor, Montreal, Quebec, Canada H4M 2V9