

## **Dialogic Fax Upgrade Bonus Enterprise SBC and Gateway Program Terms and Conditions**

Dialogic Inc. and its applicable affiliates and/or subsidiaries ("Dialogic") are offering a Fax Upgrade Program for the period between October 1, 2011 and December 31, 2011 ("Applicable Period"). The terms and conditions that apply to the Fax Upgrade Program ("Fax Upgrade Program Terms and Conditions") are accessible at <http://www.dialogic.com/~media/Promos/docs/2011-Fax-Upgrade-TermsAndConditions.pdf>.

Also during the Applicable Period, and in conjunction with the Fax Upgrade Program, Dialogic is offering this Dialogic Fax Upgrade Bonus Enterprise SBC and Gateway Program (hereafter "Bonus Program") whereby those who participate in and comply with the terms and conditions of the Fax Upgrade Program ("Program Participants") can, at their option, also participate in the Bonus Program to receive a credit or rebate ("Bonus Rebate") on purchases of eligible Dialogic® BorderNet™ 500 Gateways (Enterprise SBCs) and Dialogic® Media Gateways (collectively, "Eligible Bonus Products") in addition to the credit or rebate they are receiving ("Fax Upgrade Rebate") per the Fax Upgrade Program.

For a list of Eligible Bonus Products ("Eligible Bonus Products List") that can be purchased by Program Participants in furtherance of receiving a Bonus Rebate per the Bonus Program, see Appendix A at <http://www.dialogic.com/~media/Promos/docs/Fax-upgrade-product-list-2011.pdf>, where the respective Bonus Rebate amounts for the various Eligible Bonus Products are also indicated.

Nothing within this document modifies or negates the Fax Upgrade Program Terms and Conditions, which are hereby incorporated by reference. If you are interested in participating in the Bonus Program and have not already read and understand the Fax Upgrade Program Terms and Conditions, please review them now at <http://www.dialogic.com/~media/Promos/docs/2011-Fax-Upgrade-TermsAndConditions.pdf>.

### **Bonus Program Terms and Conditions**

- The Bonus Program is only open to those who are participating in the Fax Upgrade Program and who comply with the Fax Upgrade Program Terms and Conditions; a Bonus Rebate can only be awarded to those who have fulfilled the Fax Upgrade Program Terms and Conditions so as to be able to receive a Fax Upgrade Rebate.
- The Bonus Program is solely in effect during the Applicable Period, which may be extended or shortened at the sole discretion of, and without prior notice from, Dialogic. Although the Bonus Program and the Fax Upgrade Program currently have the same Applicable Period, that can be changed, also at the sole discretion of, and without prior notice from, Dialogic.
- The Eligible Bonus Products List is subject to change, at the sole discretion of, and without prior notice from, Dialogic.
- Eligible Bonus Products must be purchased and invoiced during the Applicable Period to be considered for a Bonus Rebate in connection with the Bonus Program.
- A product is not an Eligible Bonus Product for purposes of the Bonus Program or to receive a Bonus Rebate if it is/was provided for evaluation purposes, or leased or sourced by the Program Participant outside of a Dialogic approved channel.
- Each Program Participant can only receive a Bonus Rebate for one (1) or two (2) (i.e., a maximum of two (2)) Eligible Bonus Products each time the Program Participant participates in the Bonus Program. However, as noted below, there is no limit to the number of times the same Program Participant can participate in the Bonus Program during the Applicable Period.
- Dialogic must receive payment in full for any Eligible Bonus Product(s) before any associated Bonus Rebate(s) is/are paid out.
- The Bonus Program is not valid in conjunction with any other promotional offers and/or special pricing discounts from Dialogic, other than the Fax Upgrade Program. An Eligible Bonus Product that was purchased at a special discount rate or under another promotional offer is not eligible for the Bonus Program.

- What follows are the Required Steps of the Fax Upgrade Program Terms and Conditions, as modified to indicate which additional actions must also occur (and when) in order to simultaneously participate in the Bonus Program and to receive a Bonus Rebate (“Combined Required Steps”).
  - A Program Participant purchases the Eligible Product(s), as defined in the Fax Upgrade Program Terms and Conditions, and the Eligible Bonus Product(s).
    - **IMPORTANT NOTE:** To qualify for the Bonus Program and to be eligible to receive a Bonus Rebate, a Program Participant must order its Eligible Product(s) and its Eligible Bonus Product(s) as part of a single order, during the Applicable Period.
  - Once a Program Participant has received its Eligible Product(s) and Eligible Bonus Product(s) in hand, and on or after October 15, 2011 but by no later than January 20, 2012, the Program Participant must visit the online registration page <https://www.dialogic.com/landing/fax-upgrade> to provide and electronically submit the following information (“Registration Information”):
    - the serial number(s) and model name(s) of the Eligible Product(s)
    - the serial number(s) and model name(s) of the Eligible Bonus Product(s)
    - the total number of fax ports of the product(s) being traded in (“Trade-In Product”) by the Program Participant to qualify for the Fax Upgrade Program
    - all other requested information
  - Once the Registration Information is submitted, Dialogic will review the Registration Information and, if the Program Participant is determined to be eligible for both the Fax Upgrade Program and the Bonus Program based on the Registration Information, Dialogic will contact (e.g., via email) the Program Participant to inform the Program Participant of its eligibility (“First Contact Date”).
    - **IMPORTANT NOTE:** If a Program Participant is deemed eligible for the Fax Upgrade Program but not the Bonus Program, then the Program Participant can still receive the Fax Upgrade Rebate; however, a Program Participant who is not eligible for the Fax Upgrade Program will not receive either the Fax Upgrade Rebate or the Bonus Rebate, even if the Program Participant has fulfilled the terms and conditions of the Bonus Program, because the Bonus Rebate can only be awarded to those who fulfill the Fax Upgrade Program Terms and Conditions so as to be able to receive a Fax Upgrade Rebate.
  - The Program Participant sends Dialogic the Trade-In Product(s) such that the Trade-In Product(s) is/are received by Dialogic no later than sixty (60) days after the First Contact Date.
  - Once Dialogic receives the Trade-In Product(s) and verifies that it/they conform(s) to the relevant Registration Information and that all requirements and terms and conditions of the Fax Upgrade Program and the Bonus Program have been met, Dialogic will contact (e.g., via email) the Program Participant (“Second Contact Date”) and will issue the Fax Upgrade Rebate(s) and Bonus Rebate(s) within ten (10) weeks of the Second Contact Date.
- There is no limit to the number of times Program Participants can participate in the Bonus Program during the Applicable Period, provided that each additional time they participate they again perform the Combined Required Steps and comply with the Fax Upgrade Program Terms and Conditions and the terms and conditions of the Bonus Program.
- Since each Program Participant can only receive a Bonus Rebate for one (1) or two (2) (i.e., a maximum of two (2)) Eligible Bonus Products each time the Program Participant participates in the Bonus Program, if in any instance a Program Participant lists more than two (2) Eligible Bonus Products in the Registration Information (but the Program Participant otherwise satisfies the Fax Upgrade Program Terms and Conditions and the terms and conditions of the Bonus Program), then the Program Participant will receive a collective Bonus Rebate that is calculated for only two (2) of the listed Eligible Bonus Products, but the collective Bonus Rebate will be based on the Bonus Rebate amount for the two (2) highest costing Eligible Bonus Products that are listed in the Registration Information. For example, if a Program Participant lists four (4) Eligible Bonus Products in the Registration Information and satisfies Fax Upgrade Program

Terms and Conditions and the terms and conditions of the Bonus Program, and the Bonus Rebates associated with those four Eligible Bonus Products are \$175 (US), \$300 (US), \$450 (US) and \$900 (US), then the Bonus Rebate that would be received by the Program Participant would be \$1,350 (US) (i.e., \$900 + \$450).

- If the Program Participant is an end user company, then the Bonus Rebate will be issued by Dialogic directly to the end user company in the form of a check that represents the sum of the Fax Upgrade Rebate and the Bonus Rebate (“Combined Rebate”). However, if the end user company has an open Accounts Receivable balance with Dialogic at the time the Combined Rebate is being issued, the Combined Rebate may instead – at Dialogic’s discretion - be issued as a credit to the end user company’s account with Dialogic.
- If the Program Participant is not an end user company (i.e., is an ISV or Distributor), then the Combined Rebate will be issued in the form of an account credit.
- The Combined Rebate will be paid (or credited) to the companies participating in the Fax Upgrade Program and the Bonus Program, not any Program Participant as an individual. Dialogic bears no responsibility or liability for Combined Rebates paid to incorrect entities based on incorrect information being provided to Dialogic as part of the Registration Information or otherwise.
- Combined Rebate credits are not transferable to, nor will be reissued for, a different Program Participant or to another entity.
- All Program Participants are solely responsible for payment of any and all applicable taxes in connection with the Combined Rebate or its components.
- All Program Participants are solely responsible for determining whether the Bonus Program and its terms and conditions comply with all applicable local, state, country and national laws, rules and treaties that would apply.
- Non-compliance with Bonus Program guidelines and requirements and/or these terms and conditions may result in various consequences for Program Participants including, but not limited to, non-eligibility for the Bonus Program or a Combined Rebate, non-eligibility for the Fax Upgrade Program and its associated Rebate(s), and/or ineligibility for future participation in any Dialogic promotional programs or giveaways.
- Submitting false claims or information for the purpose of obtaining or increasing Combined Rebates or otherwise in connection with the Bonus Program (a) will disqualify a Program Participant from being able to receive a Combined Rebate or other rebate per the Bonus Program and/or the Fax Upgrade Program, and (b) will make the Program Participant ineligible for future participation in any Dialogic promotional programs or giveaways, and (c) may subject the Program Participant to applicable civil liability and/or criminal prosecution.
- Dialogic shall bear no liability to a Program Participant, end user company, or other associated third party under the Bonus Program, including, without limitation, under these terms and conditions.
- This Bonus Program is subject to change or termination at any time, without notice, by Dialogic. All trade-in transactions are subject to the approval of Dialogic.
- All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of any Program Participant and/or Dialogic, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether those of California, or of any other United States or other jurisdiction) that would cause the application of the laws of any jurisdiction other than California, wherein all Program Participants hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.
- The invalidity or unenforceability of any provision of these terms and conditions shall not in any way 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 in accordance with their terms as if the invalid or unenforceable provision(s) was/were not contained therein.
- All Program Participants agree that (1) any and all disputes, claims, and causes of action arising out of or in connection with the Bonus Program shall be resolved individually without resort to any

form of class action, and each Program Participant waives the 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, including costs associated with participating in the Bonus Program, but in no event attorneys' fees; and (3) under no circumstances will a Program Participant be permitted to obtain any award for, and Program Participants hereby waive 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 actual out-of-pocket expenses.

- By participating in the Bonus Program, Program Participants release Dialogic, 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 the Bonus Program (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).
- All applicable national, state and local laws apply to the Bonus Program; void where prohibited. Dialogic shall be entitled to interpret these terms and conditions as needed - including but not limited to rules regarding participation, eligibility, deadlines, and restrictions - and all of its decisions are final. Dialogic reserves the right, in its sole discretion, to cancel, suspend or terminate the Bonus Program for any reason and at any time, including prior to the stated ending date of the Applicable Period.
- All Program Participants agree to be bound by these terms and conditions and by all decisions made by Dialogic with regard thereto. Dialogic reserves the right to disqualify any Program Participants from participation in the Bonus Program (and the Fax Upgrade Program) should such Program Participants be determined or otherwise deemed to be in any way tampering with, abusing or improperly influencing or affecting any aspect of the Bonus Program.
- Dialogic is a registered trademark, and BorderNet a trademark, of Dialogic Inc or its subsidiaries. Dialogic's trademarks may be used publicly only with permission from Dialogic. Such permission may only be granted by Dialogic's legal department at 1504 McCarthy Boulevard Milpitas, CA 95035-7405 USA.