

## Dialogic® Pro™ Support Services Agreement

THIS DIALOGIC® PRO™ SUPPORT SERVICES AGREEMENT (“Agreement”) by and between DIALOGIC CORPORATION., with offices at 3300 Boulevard de la Côte-Vertu, Suite 112, Montreal, Quebec, Canada H4R 1P8, on behalf of itself and its affiliates and subsidiaries (collectively, “Dialogic”) and those customers that have agreed to and accepted the terms and conditions of the Agreement (“Customer”) and is effective as of the date of such acceptance of the terms and conditions herein by Customer (the “Effective Date”). The parties hereby agree that the following terms and conditions will apply to the services described in Exhibit A provided by Dialogic to Customer:

- 1. COVERAGE.** This Agreement will cover the services provided by Dialogic to Customer, as specified in Exhibit A (“Services”).
- 2. TERM.** This Agreement shall remain in effect for the length of time purchased by Customer (the “Term”) unless terminated pursuant to the provisions of the Agreement. Customer may purchase one (1) year or, where available, three (3) year per unit plans (“PUPs”). The initial Term (“Initial Term”) shall commence upon the Effective Date and may be renewed for successive one (1) year or, where available, three (3) year Terms (“Renewal Terms”).
- 3. NOTICES.** Any notice or other communication required, authorized, permitted or contemplated to be given hereunder from any party to another party, shall be given in writing and addressed to the legal department of the other party. Any notice to Dialogic shall be sent to the address provided above and addressed to “Dialogic Legal Department” and any notice to Customer shall be sent to the address on file with Dialogic unless the customer wishes for a different address to be used, in which case, customer should inform Dialogic of this alternate address.. Notices shall be deemed accepted immediately when hand delivered or sent by courier service or five (5) days after having been mailed via registered mail or by telegram, fee prepaid. Either party may change its address for notices and/or notice recipient by providing written notice to the other party of such change.
- 4. PAYMENT.** Customer will pay Dialogic or a designated Dialogic authorized distributor (“Billing Entity”) within thirty (30) days of date of invoice the full amount for the Services that shall be invoiced and sold in advance on a "one year at a time" basis. Payment for a Renewal Term Services shall be automatically invoiced by the Billing Entity forty-five (45) days before the end of the respective Renewal Term. In the event of a change in price for Services in a Renewal Term, Dialogic agrees to provide notice to Customer of such price change in writing ninety (90) days before the end of the applicable Initial Term or Renewal Terms.
- 5. CONFIDENTIALITY.** In order to enable Dialogic's personnel to perform the Services contemplated by this Agreement, and in order to enable Customer to satisfy its obligations hereunder, it may become necessary for each party to receive or have access to information of the other party or its affiliates which is considered proprietary or confidential ("Confidential Information"). Such information shall be considered Confidential Information if it is (i) in tangible form and bears a "confidential," "propriety," "secret," or similar legend and/or (ii) provided during discussions relating to such tangible information whether those discussions occur prior to, concurrent with, or following disclosure of such information. Confidential Information shall be treated as confidential pursuant to the terms of the applicable Non-Disclosure Agreement (“NDA”) between Customer and Dialogic. If there is no NDA in place, the receiving Party will maintain the

confidentiality of the Confidential Information of the other party and its affiliates (collectively "disclosing party") with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The disclosing party will not assert any claims for breach of this Section or misappropriation of trade secrets against the receiving party arising from the receiving Party's disclosure of the disclosing party's Confidential Information made more than five (5) years from the date of the disclosure, regardless of the termination of this Agreement. However, unless at least one of the exceptions set forth in the immediately following sentence has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such Confidential Information to affiliates or to third parties under the terms of a non-disclosure agreement. The receiving party will not be liable for the disclosure of any Confidential Information which is: (a) rightfully in the public domain other than by a breach of this Agreement of a duty to the disclosing party; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restriction on disclosure. Title or the right to possess Confidential Information as between the Parties will remain in the disclosing party. The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop products without the use of Confidential Information of the other party.

6. **DISCLOSED INFORMATION.** Customer will retain all right, title and interest (including all intellectual property rights) to its Confidential Information. Dialogic will retain all right, title and interest (including all intellectual property rights) to its Confidential Information, any software, hardware, bug fixes, additions, modifications and/or improvements to any products that may result from the Services provided hereunder. Dialogic grants to Customer a non-exclusive, irrevocable, royalty-free license to use such Confidential Information, software, hardware, bug fixes, additions, modifications and/or improvements that is delivered or made available by Dialogic to Customer pursuant to this Agreement ("Delivered Information") for the purpose of utilizing the Dialogic hardware or software product purchased by Customer for which the Services are being provided. Except as expressly set forth herein, no license is granted by Dialogic with respect to any patents, trademarks, copyrights, mask work protection rights and other intellectual property rights. Customer grants Dialogic a worldwide, non-exclusive, fully paid-up, royalty free right and license to use Customer's intellectual property provided by Customer to Dialogic under this Agreement solely for the purpose of performing Services for Customer under this Agreement.
7. **OFFERING OF COMPARABLE SERVICES.** This Agreement does not prevent Dialogic from performing similar Services for others.
8. **RIGHTFUL EMPLOYER.** Customer agrees that Dialogic is acting as an independent contractor and that each of the parties will be responsible for all management matters, taxes or wages, etc., relating to its own employees.
9. **SUBCONTRACTING.** Dialogic may subcontract any or all of the work to be performed by it under this Agreement and will retain responsibility for the work subcontracted.

## 10. TERMINATION

- a. Either party may terminate this Agreement, subject to accrued charges, if the other party fails to perform or observe any material term or condition of this Agreement for reasons not attributable to the other party or force majeure conditions (as described herein) and such failure continues un-remedied for thirty (30) days after receipt of written notice thereof from the breaching party.
- b. Either party may terminate this Agreement for any reason by notice in writing sixty (60) days before the end of the applicable Initial Term or Renewal Terms.
- c. Customer will be in default of this Agreement if Customer fails to pay any charge to the Billing Entity when due or fails to perform or observe any other material term or condition of this Agreement. Dialogic may terminate this Agreement and exercise any applicable rights, if (i) the failure to pay the Billing Entity any charge when due continues unremedied for ten (10) days or, (ii) for 30 days from receipt of written notice by Dialogic for other breaches. In the event of such termination by Dialogic, Customer shall be liable to pay the Billing Entity for any accrued charges.
- d. Either party may terminate this Agreement by notice in writing in the event that the other makes an assignment for the benefit of creditors; or admits in writing an inability to pay debts as they mature; or a trustee or receiver of the other of any substantial part of the other's assets, is appointed by any court; or a proceeding is instituted under any provision of an applicable bankruptcy act by the other, or against the other, and is acquiesced in or is not dismissed within sixty (60) days, or results in adjudication in bankruptcy.
- e. If Customer has failed to pay Dialogic or the Billing Entity for the Services, Dialogic may, at its sole option, suspend the performance of Services until the situation is remedied, and/or seek any other remedies it may have under this Agreement or at law or in equity, including terminating the agreement as provided in Paragraph 10(C) above.

## 11. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY

- a. For purposes of the exclusive remedies and limitations of liability set forth in this Section, "Dialogic" will be deemed to include Dialogic Corporation and its Affiliates and the directors, officers, employees, agents, representatives, subcontractors and suppliers of all of them and Customer shall be deemed to include Customer and/or its affiliates and the directors, officers, employees, agents, representatives, subcontractors and suppliers of all of them; and "Damages" will be deemed to refer collectively to any and all claims, injuries, damages, losses, costs or expenses incurred.
- b. DIALOGIC'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S ENTIRE LIABILITY TO DIALOGIC AND BOTH PARTIES' EXCLUSIVE REMEDIES ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OTHER THAN PAYMENT OBLIGATIONS (INCLUDING WITHOUT LIMITATION THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, WILL BE AS FOLLOWS:
  - i. IN NO EVENT SHALL DIALOGIC OR CUSTOMER BE LIABLE FOR ANY INDIRECT DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER INCLUDING BUT NOT LIMITED TO INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES,

INCLUDING LOST PROFITS, EVEN IF DIALOGIC OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- ii. OTHER THEN FOR DAMAGES ARISING AS A RESULT OF THE BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER AND PAYMENT OBLIGATIONS AND CUSTOMER'S INDEMNITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL DIALOGIC OR CUSTOMER'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY AND ALL CLAIMS RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER EXCEED THE AMOUNT PAID OR OWED BY CUSTOMER TO DIALOGIC FOR THE SERVICES FOR THE APPLICABLE ANNUAL TERM DURING WHICH THE DAMAGES AROSE. iii. DIALOGIC WILL HAVE NO LIABILITY FOR DELAYS WITH RESPECT TO ANY RESPONSE TIMES SPECIFIED IN EXHIBIT A.
  - iv. With regard to any equipment loaned to Dialogic as described herein or in an exhibit or appendix to this Agreement, DIALOGIC WILL BE LIABLE ONLY FOR ACTUAL DAMAGE TO SUCH EQUIPMENT CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DIALOGIC'S EMPLOYEES OR SUBCONTRACTORS.
  - v. Customer represents that it shall not use the Services or any Delivered Information or other materials obtained from Dialogic pursuant to this Agreement, in aviation, process control, medical applications or other ultra hazardous activities. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER AGREES THAT DIALOGIC SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM SUCH ACTIVITIES.
- c. Dialogic shall have no liability related to products sold or licensed by Customer or services provided by Customer under any circumstances regardless of whether Services were provided by Dialogic related to such products or services. Customer agrees to defend, indemnify and hold Dialogic harmless from and against any and all loss, damage, liability or expense (including attorney's fees) resulting from any claim related to Customer products or services, including intellectual property claims.
12. **FORCE MAJEURE.** Neither party will have liability for damages due to fire; explosion; lightning; pest damage; power surges or failures; strikes or labor disputes; water; acts of God; the elements; war; civil disturbances, acts of civil or military authorities or the public enemy; inability to secure raw materials, products or transportation facilities; fuel or energy shortages; acts or omissions of communications carriers; or other causes beyond such party's control, whether or not similar to the foregoing.
13. **CHANGES.** Except as expressly provided hereunder, any changes to this Agreement must be confirmed in writing and signed by authorized representatives of both parties.
14. **SITE VISITS.** Customer agrees that in the event its employees or agents visit a Dialogic site as a result of Dialogic providing Services hereunder, Customer shall ensure that such employees or agents abide by all rules and regulations set by Dialogic and shall indemnify and hold Dialogic harmless for any damage caused by such employees or agents.
15. **WARRANTY DISCLAIMER. DIALOGIC AND ITS AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

16. **LOANED EQUIPMENT.** In the event Customer desires, at its sole option, to provide Dialogic any computer software, hardware or other apparatus or device ("Equipment") for use at the Dialogic premises in providing the Services, unless otherwise agreed to in a written agreement signed by an authorized representative of both parties which specifically overrides the terms of this Agreement: (i) Customer's Equipment will be loaned to Dialogic free of charge; (ii) Dialogic's liability for damages will be limited as provided herein; (iii) Dialogic shall return Customer's Equipment to Customer when requested by Customer; and (iv) the terms of this Agreement shall govern the handling of any Confidential Information regarding Customer's Equipment.
17. **US FOREIGN CORRUPT PRACTICES ACT AND ANALOGOUS LEGISLATION.** Customer and its subsidiaries, owners, partners, officers, directors, employees, agents, representatives, and subcontractors (collectively, "Customer Affiliates") are fully aware of the provisions of the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78 et seq.) ("FCPA") and any analogous applicable legislation enacted by other governments on corrupt practices ("Other Laws"). Customer and Customer Affiliates have not and will not commit, and have no information, reason to believe, or knowledge of anyone else having committed or intending to commit, any violation of the FCPA or Other Laws or any act or omission which could cause Dialogic to be in violation of the FCPA or Other Laws with respect to any activities related to this Agreement or the business of Dialogic. In carrying out their responsibilities under this Agreement, Customer and Customer Affiliates shall not pay, offer or promise to pay, or authorize any payment or offer of money or anything of value, directly or indirectly, to any foreign government official, a foreign political party or party official, or any candidate for foreign political office (in each case, a "Covered Person") for the purpose of influencing any act or decision of a Covered Person in his or her official capacity, inducing the Covered Person to do or omit to do any act in violation of his or her lawful duty, obtaining any improper advantage, or inducing a Covered Person to use his or her influence improperly to affect or influence any act or decision. For purposes of this Agreement, "government" includes any and all foreign governments, including any department, division, subdivision, court, arbitrator, regulatory, administrative, or other agency, corporation, unit, branch or authority or other instrumentality of a foreign government. A "foreign government official" includes employees or agents of a business which is owned or controlled by a government, and any person acting in an official capacity on behalf of a government entity. Neither Customer nor any Customer Affiliate is controlling, controlled by or is under common control with a Covered Person, or any of a Covered Person's agents, representatives or subcontractors is or will become a Covered Person during the term of this Agreement, unless such person obtains the prior written consent of Dialogic. Customer shall ensure that all of Customer Affiliates involved in Customer's performance of this Agreement are informed of, and comply with, Customer's obligations under and the restrictions contained in this Section. Customer must immediately notify Dialogic if it knows or has reason to believe that a violation of the FCPA or Other Laws or any of the representations, warranties, or covenants in this Section has occurred or will occur. If Dialogic has reason to believe that a breach of any of the representations, warranties or covenants in this Section has occurred or will occur, Dialogic may withhold further delivery of Products and other performance under the Agreement until such time as it has received confirmation to its satisfaction that no breach has or will occur. Customer shall maintain accurate books and records and shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that such books and records are accurate. If Dialogic has reason to believe that a breach

of any of the representations, warranties or covenants in this Section has occurred or will occur, Dialogic shall have the right to audit Customer (and Customer Affiliates) in order to satisfy itself that no breach has occurred or will occur. Promptly following a request by Dialogic, Customer shall execute and deliver, and cause all Customer Affiliates to execute and deliver, to Dialogic a standard certification regarding FCPA and Other Laws compliance in the form requested by Dialogic. In no event shall Dialogic be obligated under this Agreement to take any action or omit to take any action that Dialogic believes, in good faith, would cause it to be in violation of any U.S. laws, including the FCPA, or the laws of any other jurisdiction including Other Laws, to which Dialogic or Customer is subject, including counter corruption laws. If Dialogic believes, at its sole and absolute discretion that a violation of any U.S. law including the FCPA, or the laws of any other jurisdiction including Other Laws to which Dialogic is subject, including counter corruption laws has occurred, Dialogic shall have the immediate right without any remedy to Customer to terminate this Agreement.

#### **18. GENERAL**

- a. If any paragraph, or clause thereof, of this Agreement will be held to be invalid or unenforceable in any jurisdiction in which this Agreement applies, then the meaning of such paragraph or clause will be construed so as to render it enforceable to the extent feasible; and if no feasible interpretation would save such paragraph or clause, it shall be severed from this Agreement and the remainder will remain in full force and effect. However, in the event such paragraph or clause is considered an essential element of the Agreement, the Parties will promptly negotiate a replacement thereof.
- b. If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.
- c. The construction, interpretation and performance of this Agreement will be construed in accordance with and governed by the laws of the Province of Quebec, Canada. The United Nations Convention on Contracts for the International Sale of Goods is expressly stated as having no application to this Agreement or any dispute arising under it.
- d. Any Exhibits and Appendices attached hereto are incorporated herein by reference.
- e. All disputes arising directly under the express terms of this Agreement or the grounds for termination thereof shall be resolved as follows: A legal and business representative of Dialogic and Customer shall meet to attempt to resolve such disputes. If the representatives cannot resolve the disputes, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the parties agree that either party may refer the dispute to binding arbitration under the rules of the Canadian Commercial Arbitration Centre ("CCAC") before a sole arbitrator agreed upon by the parties or appointed by the CCAC in accordance with its rules. The arbitration shall occur in the English language in Montreal, Canada and the decision of the arbitrator shall be binding and non-appealable and enforceable before any applicable court. Each party agrees that CCAC arbitration is the sole venue for resolving any dispute under this Agreement and waive any objection as to venue..

- f. Dialogic may assign its rights or delegate its obligations or any part thereof under this Agreement without prior consent from Customer.
- g. Neither party shall export, either directly or indirectly, any product, service or technical data or system incorporating such Items without first obtaining any required license or other approval from any applicable governmental agency or department. In the event any product is exported or re-exported by either Party, that Party shall ensure that the distribution and export/re-export or import of the product is in compliance with all applicable laws, regulations, orders, or other restrictions. Both parties agree that neither it nor any of its affiliates will export/re-export any technical data, process, product, or service, directly or indirectly, to any country for which the applicable government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.
- h. Customers who purchase this Agreement shall be deemed to have agreed with and accepted the terms and conditions set out herein in the same manner as if the document was executed in writing.
- i. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.
- j. This Agreement has been drafted in English at the express wish of the parties. Ce contrat a été rédigé en anglais à la demande expresse des parties.

## Exhibit A - Statement of Work

### Dialogic® Pro™ Per Unit Plan Agreement

#### 1.0 **SCOPE**

This statement of work for Dialogic’s per unit support plans (“PUPs”) is being issued pursuant to and in accordance with the foregoing terms and conditions of the Agreement. Pursuant to the terms hereof, Dialogic’s technical support team will use commercially reasonable efforts to assist with the isolation and resolution of technical issues arising from the installation, configuration and maintenance of Applicable Products.

This Agreement shall only cover unmodified generally available versions of the Applicable Products. A PUP may only be purchased by Customer within one (1) month of purchase of the underlying Applicable Products unless otherwise agreed to by Dialogic in writing. Customers must register qualifying products with Dialogic and purchase a corresponding PUP for such products in order to receive PUP Services (as defined below) under the Agreement.

#### 2.0 **DEFINITIONS**

Advance Replacement (Silver and Platinum PUPs only):	Replacement of a defective Applicable Product unit with a functionally equivalent physical unit of the same Applicable Product via courier upon notification by Customer to Dialogic that an Applicable Product unit was defective and confirmation by Dialogic that the Applicable Product unit was defective through remote diagnosis. Advance Replacement shall be activated two (2) weeks after payment of a PUP by Customer.
Applicable Products:	Standard Dialogic® products set forth in Appendix A, which may be amended from time to time, in their current revision level, which Customer has purchased support for and which, at the time such support was purchased, are eligible for PUP Services as determined by Dialogic, in its sole discretion. Lifecycle changes of Applicable Products and their resulting eligibility changes and/or limitations on PUPs, if any, will be communicated by Dialogic via product change notices. Discontinuation of an Applicable Product by Dialogic shall mean that such Applicable Product is automatically deleted from Appendix A as of the discontinuation date.
<b>Authorized Contact</b>	An individual from Customer who is authorized by Dialogic to communicate directly with the Dialogic Support Team or has been suitably trained by Dialogic to become and Authorized Contact. All Authorized Contacts must be designated – in writing or via email - in advance by Customer to Dialogic and approved by Dialogic to be an Authorized Contact. The individuals who comprise Customer’s Authorized Contacts can be subsequently modified – in writing or via email - by Customer upon approval by Dialogic.
Electro-Static Discharge (ESD) Protection:	Procedures followed and devices worn by anyone handling Dialogic hardware, in order to protect delicate electronic components from damage due to static electricity.



Error	Any verifiable and reproducible failure of the Software to substantially conform to the Specifications. The term "Error" will not include any failure of
	the Software to substantially conform to the Specifications that: (i) results from Customer's improper use of the Software; (ii) does not materially affect the operation and use of the Software; or (iii) results from the modification by Customer of the Software not contemplated by this Agreement.
Error Correction(s)	A (i) modification or addition to or deletion from the Software, that, when made to the Software, materially conforms the Software to the Specifications, or (ii) a procedure or routine that (a) is mutually acceptable to both Dialogic and Customer in good faith, and (b) when observed in the regular operation of the Software eliminates the material adverse effect of such Error to Customer. Error Correction is at Dialogic's sole discretion based on factors including but not limited to product life cycle stage and Error severity.
Hardware	Means the physical Applicable Product.
Maintenance Release	A patch or Software Release directed at providing Error Correction(s) for Errors reported hereunder or by other Customers means a patch or Software Release directed at providing Error Correction(s) for Errors reported hereunder or by other Customers.
Normal Hours of Coverage:	Dialogic provides PUP Services (as detailed herein) for the Applicable Products from the support center between the hours of 9:00 AM and 5:00 PM Eastern Standard Time, Monday through Friday, with the exception of public holidays.  Authorized Contacts may also submit e-mail Service Requests twenty four hours a day; seven days a week ("24x7"). Dialogic shall receive and acknowledge receipt of e-mail Service Requests within eight business (8) hours.
PUP Services:	The isolation and resolution of technical issues arising from the installation, configuration, programming and maintenance of Applicable Products under a PUP.
Initial Response Time	The time required for Dialogic to acknowledge receipt of a Service Request via phone answer, callback or an initial Ticket assignment.

Service Request:	A report maintained by Dialogic in its technical support database that contains pertinent information on a single technical support issue as reported by Customer. Such information includes: Service Request Number, Customer contact information, system configuration information, Customer issue description, actions taken by Dialogic, actions suggested to and taken by Customer, and a record of all Customer contact events regarding the PUP. Dialogic's web addresses for support requests can be found at <a href="http://www.dialogic.com/support/">http://www.dialogic.com/support/</a> .
Service Request Number:	A unique Service Request Number that is used for tracking the continuing status of an ongoing technical issue.
Severity Levels (Platinum PUPs only):	<p><b>Critical</b> - A technical support issue reported by Customer, which severely affects production service, traffic, billing and maintenance capabilities, and may result in total system failure, and is potentially due to Applicable Products and requires immediate corrective action. Dialogic reserves the right to reclassify a Critical Service Request as a Major Service Request if there is a suitable Workaround with adequate information.</p> <p><b>Major</b> - A technical support issue reported by Customer that seriously affects system operation, maintenance, and/or administration and requires immediate attention and is potentially due to Applicable Products. The urgency is, by definition, less than for Critical technical support issues because of a lessened immediate or impending effect on system performance and Customer operation and revenue. Dialogic reserves the right to reclassify a Major Service Request to a Minor Service Request if circumstances dictate as such.</p> <p><b>Minor</b> - A technical support issue reported by Customer that does not significantly impair the functioning of the system and does not significantly affect service to Customer or its customers. These issues are objectively tolerable during system use.</p>
Software	Dialogic's proprietary Software, embedded in Hardware or provided as standalone products, in object code form and documentation, if any, including any Error Corrections and Updates thereto provided by Dialogic to Customer under this Agreement.
Software Release	The particular numerical classification and identification of Software, as designated by Dialogic, that refers to a set of Software modules that provide specific functionality, as described in the corresponding documentation for any such Software Release.
Updates:	Any Software modifications or fixes provided for the Applicable Product in order to correct Errors, support new releases of operating systems, support new hardware architecture or input/output devices, or provide other incidental or minor changes and corrections, but excluding Upgrades and enhancements that provide new functionality to the Applicable Product.

Upgrades:	Any Software Release that includes enhancements that provides new functionality of the Applicable Product(s). Upgrades may include separately licensed features and may encompass Updates.
Workaround	A temporary solution to an Error

**3.0 VALUE PER UNIT PLAN FEATURES** Dialogic will use reasonable commercial efforts to provide the following Value level PUP Services, subject to the Normal Hours of Coverage, as follows:

**3.1 Customer Acknowledgement (Initial Response Time).** Acknowledge within eight (8) business hours each initial phone or e-mail inquiry for PUP Services for Applicable Products made by Customer to Dialogic in the region in which the PUP was purchased;

**3.2 Internal Test Case Development.** Develop internal issue-specific test cases, as Dialogic deems appropriate, to isolate and reproduce the reported issues and configuration files to demonstrate correct operation of Applicable Products;

**3.3 Service Request Guide.** Provide a guide describing the steps involved in initiating and resolving a Service Request, including defined escalation processes, procedures and contact names;

**3.4 Log the Service Request.** Log the Service Request for each Applicable Product in Dialogic's call tracking and management system and provide the associated Service Request Number to Customer for future reference;

**3.5 Investigation of Service Requests.** Investigate Service Requests for each Applicable Product and software during each Term for which PUP Services are purchased for such Applicable Product. All Service Requests will be focused solely on the operation of the Applicable Product or and expressly exclude PBX, SS7, PSTN, TCP/IP Network or other configuration and integration support which is external to the Applicable Product or Software .

**3.6 Verification of Service Request Resolution.** Verify that any Service Request is resolved to Customer's reasonable satisfaction before closing the Service Request;

**3.7 Service Request Tracking.** Provide progress updates and follow-up on Service Requests until such time as the Service Requests are closed; and

**3.8 Software Support.**

**3.8.1 Updates/ Current Release.** Customer shall be entitled to receive Updates on the current Software release generally available from Dialogic. At Dialogic's sole discretion, Updates may be in the form of Maintenance Releases, minor, or major releases. Customer is not entitled to new or additional features beyond what was licensed under Customer's current Software Release, and any Upgrades that provide new functionality or include additional features or enhancements to the Applicable Product must be purchased separately. All Updates shall remain the property of Dialogic and Customer shall be entitled to use such Updates under appropriate licenses. Installation of the Software is not included under the Agreement.

**3.8.2 Right to Copy (“RTC”) Updates.** For all Applicable Products and Software receiving Updates under this Agreement, Customer receives the RTC the appropriate Updates on all Applicable Products and software under this Agreement, provided that Dialogic reserves the right to limit or restrict the RTC to specific third parties. RTC conveys to Customer the right to use the Updates on multiple Applicable Products and software, without requiring Dialogic to supply duplicate media and documentation.

**3.8.3 License Re-Hosting.** Software-only Customers will be entitled to license “ReHosting” support. Entitled Customers may have a covered license re-hosted to a different computer should the originally licensed computer fail, subject to the execution of a letter stating the Customer is no longer using the license on the original computer.

**4.0 SILVER PER UNIT PLAN FEATURES.** Silver level PUP Services include the Value level PUP Services set forth above, except as modified or in addition to below:

**4.1 Customer Acknowledgement (Initial Response Time).** Acknowledge, within four (4) business hours, each initial phone or e-mail inquiry for PUP Services for Applicable Products made by Customer to the Dialogic in the region in which the PUP was purchased;

**4.2 Advance Replacement (Hardware).** Provide Customer with Advance Replacement for any defective Applicable Products as follows: (i) if Customer believes that a Applicable Product has failed due to hardware failure, it must contact Dialogic by calling one of the numbers listed on <http://www.Dialogic.com/support/contact>; (ii) during the call, Customer will be required to carry out a diagnostic procedure with guidance from Dialogic to verify if the Applicable Product is defective; (iii) if the diagnostic procedure demonstrates that the Applicable Product may be defective, Dialogic will ship a replacement product that is functionally equivalent to the potentially defective product via an express courier of Dialogic’s choice (“AR Courier”); (iv) Dialogic will make commercially reasonable efforts to ensure that Advance Replacement requests are dispatched within two (2) business days, provided that Dialogic will not be responsible for delays in delivery by AR Courier; (v) costs for the AR Courier shipment to Customer will be borne by Dialogic, provided Customer shall be responsible for all applicable international taxes and duties; (vi) on receipt of the replacement product, Customer shall be responsible for return shipment of the potentially defective RMA product, prepaid, using the same packaging as the replacement product arrived in, to the designated Dialogic repair facility with the RMA number clearly visible on the outside; (vii) Customer shall be responsible for insurance for such shipping; (viii) Dialogic will test the potentially defective product on its return; (ix) If the potentially defective product is not returned within two (2) weeks of shipment of the replacement product, Dialogic will charge Customer the full retail price of the equivalent new replacement product; (x) Customer may have to reconfigure the Software on receipt of the replacement product and Dialogic will provide telephone assistance to Customer should it require assistance in the installation of such replacement product; and (xi) for each Applicable Product, a maximum of three (3) Advance Replacement claims can be made during a one-year PUP or six (6) during a three-year PUP.

**5.0 PLATINUM PER UNIT PLAN FEATURES.** Platinum level PUP Services include the Value and Silver level PUP Services set forth above, except in addition or as modified below.

**5.1 Initial Response.** Respond within the following Initial Response Times to each initial phone, e-mail or call tracking system inquiry for Platinum PUP Services. Initial Response Times shall depend on the Severity Level assigned to the Service Request, as determined in good faith by Dialogic and Customer. All Critical and Major Service Requests must be reported to Dialogic by telephone (in addition to the web-based submission of each support Service Request) in order to receive the benefit of the Initial Response Times set forth below. The following Initial Response Times shall apply: (i) within thirty (30) minutes for Service Requests determined to be Critical Severity issues; (ii) within two (2) business hours for Service Requests determined to be Major Severity issues; and (iii) within four (4) business hours for Service Requests determined to be Minor Severity issues.

**5.2 24-Hour Availability for Critical Service Requests.** Solely Critical Service Requests categorized as Critical, as determined in good faith by Dialogic and Customer, shall entitle Customer to Platinum PUP Services outside of Normal Hours of Coverage. These services are for the investigation of Critical issues and the delivery of action plans and possible Workarounds and/or system restorations for such Critical issues reported by Customer. Bug fixes, Software patches, debug firmware, and any similar services provided by Dialogic Engineering or beyond the ability of Dialogic will not be available outside of Normal Hours of Coverage provided under the Platinum PUP Services.

**6.0 CUSTOMER RESPONSIBILITIES** It is the responsibility of Customer to:

**6.1** Clearly identify the Customer as a PUP Customer at the start of any communication and give the Serial Number of the Applicable Product.

**6.2** Exercise proper care when handling the Applicable Products, including proper use of ESD Protection when removing or installing Dialogic hardware.

**6.3** Maintain a test hardware configuration that is separate and independent from any production systems that will be available for use to assist with issue isolation and debugging.

**6.4** Prepare a comprehensive description of each Service Request and the environment in which the Service Request is occurring.

**6.5** When necessary, develop simple demonstration cases which help reproduce the Service Requests;

**6.6** Receive qualification from Customer's application developer for any Software Updates or configuration changes provided by Dialogic pursuant to Section 5 above before implementation on Customer's system.

**6.7** Use phone or e-mail for the submittal, update and tracking of Service Requests.

**6.8** To the greatest extent possible, completely implement or follow any actions or procedures requested or recommended by Dialogic to help isolate or resolve any Service Requests,

including, without limitation, the collection of Dialogic debugging logs and Customer application debugging logs.

**6.9** Purchase PUP Services for an Applicable Product within one (1) month of purchase of a corresponding Applicable Product.

**6.10** Receive qualification from Customer's application developer for any Updates or configuration changes provided by Dialogic pursuant to Section 5 above before implementation on Customer's system.

## **7.0 RENEWALS**

PUPs may be renewed for annual Terms until the Applicable Product has reached its end of support dates as communicated in a product change notice ("PCN"). Customer shall renew each PUP before expiration of the then existing Term in order to ensure uninterrupted PUP Services. If PUP coverage expires, the start date for the renewal PUP will be set to the previous PUP expiration date. Silver PUPs require continuous coverage in order to renew the PUP; if the Silver PUP is not renewed, the product is no longer eligible for Silver PUP coverage unless otherwise agreed to by Dialogic in writing.

**8.0 PUP SERVICE FEES** The fees for the foregoing PUP Services for the Initial Term and Renewal Terms shall be included on Dialogic's standard price list, which may be amended from time to time, and shall be payable as set forth in Section 4 of the Agreement.

## Appendix A Applicable Products

The availability of Per Unit Plans (PUPs) for the following Dialogic® product families is as follows:

	<b>Dialogic® Product Family</b>	<b>Value Per Unit Plan (VPUP)</b>	<b>Silver Per Unit Plan (SPUP)</b>	<b>Platinum Per Unit Plan (PPUP)</b>
<b>1</b>	Dialogic® HMP Software	Available	Not Available	Not Available
<b>2</b>	Dialogic® Brooktrout® Fax Boards	Available	Available	Not Available
<b>3</b>	Dialogic® TX Series SS7 boards	Available	Available	Not Available
<b>4</b>	Dialogic® Distributed Signaling Interface (DSI) Boards	Available	Available	Available