

Dialogic® Hardware Products Repair Eligibility Changes and Limited Time Offer

Dave Nowlan, Product Line Director, Service Products July, 25 2011

Effective August 25, 2011, Dialogic Inc. and/or its applicable affiliates and subsidiaries ("Dialogic") will be changing the eligibility for Out of Warranty Repairs ("OWRs") for Dialogic[®] Hardware Products. Although in the past OWRs generally were available for Dialogic Hardware Products after their warranty period ended, on a return to factory basis, that will no longer be the case as of August 25, 2011.

Customers with Dialogic Hardware Products that are covered by Dialogic[®] Pro[™] Services plans or agreements should not be affected by this change. Customers with Dialogic Hardware Products that are out of warranty and not currently covered under a Dialogic® Pro[™] Services plan or agreement will be affected; however, such customers can continue to be able to receive OWRs for these products if they purchase one of the following Dialogic[®] Pro[™] Services plans or agreements in connection with this **limited time** Offer:

- Dialogic[®] Pro[™] Silver Per Unit Plans
 Dialogic[®] Pro[™] Platinum Per Unit Plans
 Dialogic[®] Pro[™] Silver Service Agreement
 Dialogic[®] Pro[™] Gold Service Agreement
 Dialogic[®] Pro[™] Platinum Service Agreement

As an added benefit, each of these plans and agreements also comes with Advanced Replacement Service!

How the Offer Works:

From July 25, 2011 through October 25, 2011 ("Offer Period"), Dialogic will allow customers worldwide to order any currently available Dialogic[®] Pro[™] Services plan or agreement for previously purchased Dialogic Hardware Product(s) even if the warranty period for the Dialogic Hardware Product(s) has ended, provided there is an associated Dialogic[®] Pro[™] Services plan or agreement that is currently available under which such Dialogic Hardware Product is eligible to be covered (see above for list). Any plan or agreement that is ordered via this Offer will be at normal price and can be purchased as an initial plan/agreement or a renewal plan/agreement.



Important Notes

- This Offer applies to all Dialogic Hardware Products for which there currently are one or more associated Dialogic[®] Pro[™] Services plans or agreements (see above for list), even those Dialogic Hardware Products for which an associated plan or agreement may not have existed when the Product(s) were originally purchased.
- Associated Dialogic[®] Pro[™] Services plans or agreements might not be available for all Dialogic Hardware Products within a specific product line. Be sure to check the price list for your Dialogic Hardware Product(s) to verify that it/they are covered by a currently available associated plan or agreement.
- Warranty periods for Dialogic Hardware Products vary by product, and in some cases within a product line. Be sure to check your signed agreement with Dialogic, or, in the absence of such agreement, check <u>Warranties | Dialogic</u> for the warranty term for your specific Dialogic Hardware Product(s).
- Any Dialogic[®] Pro[™] Services plan(s) or agreement(s) purchased under the Offer, whether initial or renewal, will have a start date corresponding with/to the date the order for the plan or agreement is processed by Dialogic. An exception to this is where a plan or agreement is a renewal that is purchased after a previous plan or agreement expired, in which case the start date for the plan or agreement renewal will be set to match the expiration date of the previous plan or agreement.
- Each Dialogic[®] Pro[™] Services plan or agreement purchased pursuant to the Offer may be renewed until the associated Dialogic Hardware Product has reached its End of Repair date, as established by Dialogic at its sole discretion and communicated via a Product Change Notification document.
- Nothing within this document or pertaining to the Offer varies the terms set out in any applicable signed agreement with Dialogic.
- For additional details, requirements, and restrictions relating to Dialogic® ProTM Services plans or agreements, please see visit the <u>plan or agreement</u> page on the Dialogic web-site.

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All applicable national, state and local laws apply to the Offer; void where prohibited. Dialogic Inc. and/or its applicable affiliates and subsidiaries ("Dialogic") shall be entitled to interpret all terms and conditions relating to the Offer as needed - including but not limited to with respect to participation, eligibility, deadlines, restrictions - and all its decisions are final. Dialogic reserves the right, in its sole discretion, to cancel, suspend or terminate the Offer for any reason and at any time, including prior to the ending date of the Offer Period.

All Offer participants agree to be bound by all applicable terms and conditions and by all decisions made by Dialogic with regard thereto. Dialogic reserves the right to disqualify any Offer participants from participation in the Offer should such Offer participants be determined or otherwise deemed to be in any way tampering with, abusing, or improperly influencing or affecting any aspect of the Offer. Terms and conditions in any associated agreement(s) also apply to Offer participants.

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