Dialogic

Dialogic® Pro™ POST-SALES Support Services for Dialogic® ControlSwitch™ Systems

1.   DEFINITIONS

Applicable Products	All standard Dialogic® ControlSwitch™ Systems. Lifecycle changes of Applicable Products and their resulting eligibility, changes and/or limitations with respect to these Services, if any, will be communicated by Dialogic via amendment to this Agreement or product change notices.
Early Field Trial Release	A release of the Software prior to general commercial availability. Such releases are provided "AS IS", without warranty of any kind, provided that Dialogic will accept feedback (which feedback shall be owned by Dialogic), and notifying the Customer when Error Corrections or feature enhancements are available.
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.
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.
Obsolete Software Release	Any Software Release prior to the current Software Release and the one preceding major Software Releases, where "major" Software Release denotes any Software Release indicated by any changes in the numeric identifier for the Software Release to any digits located immediately to the right of the left-most decimal (i.e. x.(x).x).
Permanent Resolution	The time that an Error Correction has been provided and the Service Request for the Error is closed.
Response Time	The time required for a support technician to acknowledge receipt of an issue via phone answer, callback or Service Request update.
Restore Time	The time required to resolve problem with a Workaround or Maintenance Patch from time of receipt of issue from Customer.
Service Request	A Customer request for Service hereunder as logged under Dialogic's call tracking system and assigned a reference number.
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.
Specifications:	Dialogic's standard, published approved description of the performance and functionality of the Software.
Standard Support Hours	Eight (8) hours a day, five (5) days a week between the hours of 9:00 AM and 5:00 PM local time for the assigned TAC, Monday through Friday, excluding Dialogic holidays ("Standard Support Hours")
TAC	Dialogic Technical Assistance Center
Update	Any Software modifications or fixes that correct errors, support new releases of operating systems with which the Applicable Product is designed to operate, 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.
Upgrade	Any Software Release that includes enhancements and provides new functionality of the Applicable Product. Upgrades may include separately licensed features.
Workaround	A temporary solution to an Error that allows the Software to regain functionality and provide all major functions in accordance with the Specifications.

2.   *Gold Level Services shall be as set forth below:*

2.1   24X7 Remote Support

24x7 remote technical support for Applicable Products (Hardware and/or Software, as applicable) expedites the resolution of operational problems and provides Customer with access to Dialogic's experienced and knowledgeable TAC as set forth below:

(i)   Technical telephone support Twenty Four (24) hours a day, Seven (7) days a week including all holidays for queries and assistance related to the Applicable Products.

(ii)   Use of remote diagnostic capabilities in the Applicable Products by Dialogic engineers to assist in the diagnosis and resolution of problems. Customers are obligated to provide Dialogic with remote access to all the equipment in order to receive services. Such access will be through VPN or other means.

(iii)   Access to Dialogic call tracking web site, which will provide current details and status of all Customer open and recently closed calls and allow Customer to log new Service Requests, subject to registration of individual users and adherence to Dialogic security requirements.

2.2   Hardware Repair.

Dialogic will repair defective Field Replaceable Units ("FRU"). Unless otherwise agreed by the parties, Dialogic shall complete repairs and return a repaired FRU or ship an equivalent replacement FRU within thirty (30) business days of receipt of a defective FRU at the Dialogic assigned TAC.
Once a FRU is identified as faulty, the Customer shall obtain a Return Material Authorization ("RMA") number from Dialogic and then return the FRU for repair/replacement. RMA requests shall be addressed by Dialogic during Standard Support Hours for the assigned TAC. Customer shall appropriately package the FRU to be returned to ensure that it is not damaged in shipment and is clearly marked. Any FRU damaged in transit will be repaired at the Customer's expense or, if in the opinion of Dialogic the damage is sufficient to compromise its future reliability, the FRU will be returned to the Customer unrepaired. Customer shall bear

the risk of loss or damage until the FRU is received by Dialogic and shall bear the cost of transportation charges for shipment to Dialogic of the FRU to be repaired or replaced. For return shipments from Dialogic to the Customer, Dialogic shall bear the risk of loss or damage during transit and shall prepay and bear the cost of transportation charges for shipment of the FRU that has been repaired or replaced. If the FRU returned to Dialogic is not defective, Dialogic shall promptly advise the Customer in writing of this determination, and in such cases, Dialogic shall return the FRU to the Customer at Customer's expense and risk in its "as received" condition. If the FRU returned is not covered by Support Services hereunder, Dialogic shall promptly advise Customer in writing of this determination; and in such cases, Dialogic shall return the FRU to the Customer at Customer's expense and risk in its "as received" condition. Any FRU repaired or replaced by Dialogic shall be either be provided with (i) Dialogic's standard warranty, commencing with the date upon which the repaired or replaced FRU is returned to the Customer, for a period of ninety (90) days or, (ii) the existing warranty for the related Hardware, if such warranty period is longer.

2.3   Current Software Release Updates/Upgrades

Customer shall be entitled to receive Updates and Upgrades on the current Software Release generally available from Dialogic. At Dialogic's sole discretion, Updates may be in the form of software patches, engineering releases, 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 include additional features or provide new functionality or enhancements to the Applicable Product must be purchased separately. All Updates and Upgrades shall be Delivered Information as defined herein. Installation of the Software as well as any Hardware upgrades that may be required to support the new Software Release are not included in the scope of the Services. Customer shall not be entitled to Updates or Upgrades to Software not otherwise licensed to Customer.

2.4   Right to Copy ("RTC") Software Updates

For all Applicable Products receiving Updates under this Agreement, Customer receives the RTC the appropriate Updates on all Applicable Products supported 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, without requiring Dialogic to supply duplicate media and documentation.

3.   *Platinum Services for CONTROLSWITCH SYSTEM Projects*

Platinum level scope of Services include the Gold and Silver level Services set forth above, as well as the following Advanced Replacement service for Hardware.

3.1   Advanced Replacement Service (Hardware)

Dialogic will ship Hardware parts upon request of Customer prior to receipt of the defective or faulty Hardware FRU from Customer within two (2) business days or less from receipt of such request. Customer will be required to carry out a diagnostic procedure with guidance from the Dialogic Support Team to verify if the Supported Product is defective. If the diagnostic procedure demonstrates that the Supported Product may be defective, Dialogic will ship a replacement product that is functionally equivalent to the potentially defective product. On-site support is not included in Advance Replacement Service. Customer must send to Dialogic the defective or faulty Hardware within 14 business days from the date of the initial Advance Replacement request, otherwise Dialogic shall issue an invoice and charge Customer for the price of such defective or faulty Hardware, as appears in the current price list of Dialogic.

3.2   *Emergency On-Site Assistance*

This service is applicable only for VoIP networks. Emergency on site assistance is available for Applicable Products covered under Platinum Service. Following notification of Critical service request of the Applicable Product, Dialogic will attempt together with the Customer's trained personnel to resolve the problem through remote network access and/or telephone consulting. If the malfunction is not resolved within a reasonable time, then Dialogic will, at its discretion, send technical personnel to the relevant site in an effort to resolve the problem. The Customer shall make available trained personnel to Dialogic on site and will provide

Dialogic's personnel access to the equipment. In the event that the cause of the malfunction is determined to be unrelated to Dialogic products, the Customer shall reimburse Dialogic for all the time and material invested per Dialogic standard prices. Travel and accommodation are not covered and will be charged separately.

Note that Dialogic will have no obligation to provide the On Site emergency service (as part of the Platinum Service package) if an appropriate remote connection is not available.

3.3 Software installation

Software installation service is available to Customers with Applicable Product covered under Platinum Services. Dialogic will use its knowledge and expertise to upgrade and update Customer's ControlSwitch with a Software Update or Upgrade once it becomes available and upon Dialogic's assessment for the necessity of such upgrade. Dialogic will develop the procedure that is required to install the new software at Customer environment and network and will validate that database, scripts and XMLs will be transferred to the new software package. Upon Dialogic discretion Dialogic may send technical personnel to Customer site. Travel and accommodation expenses are not included and will be charged separately.

4. Dialogic® Pro™ Advantage Services – Premium and on Demand Services

Premium and On demand services are additional services beyond the scope of the pre-pack services that Dialogic is making available to Customers and can be provided for at an additional fee.

4.1 Onsite Training /Remote Technical support

Dialogic can make its professional, trained technical personnel available to the Customer on a time-based arrangement. Dialogic's technical personnel can support Customer in operating Dialogic products and configuring such products per Customer needs. With increased product expertise, Customer's technical personnel will gain experience and knowledge on how best to utilize its network. Dialogic technical personnel are available onsite or are fully dedicated to the Customer remotely. Onsite support is only available for a minimum package of up to 3 days onsite with option for an extension.

4.2 Annual Preventive maintenance

In order to prevent future failures and discrepancies in Customer's equipment, Dialogic offers the Preventive Maintenance and Inspection service. Dialogic service engineers will review Customer's network and solution and perform a preventative maintenance routine according to the product type procedure. To prevent traffic disruption, the preventative maintenance routine will be performed only upon full Customer authorization. Dialogic will provide a report at the end of the maintenance process which will summarize the current status of the equipment, and recommend any changes in the operation of the equipment and any additional action that needs to be taken.

4.3 Annual On-site Hardware Replacement

On-Site Hardware repair transfers the management of all repair and replacement to Dialogic. By implementing the On-Site Hardware program, Customer out-sources the entire parts logistics process to Dialogic. Dialogic will consult with Customer to build a plan that meets Customer's business goals and objectives. This comprehensive service provides continuous monitoring and automatic replenishment of parts as well as intelligent inventory management and is available 7x24x365. Replacement units are shipped within two (2) business days after receiving the request call. The service may include full spare control and on site replacement depending on Customer needs and Dialogic abilities.

4.4   Non-Dialogic Service Requests

The Services set forth in this Agreement are intended to provide support for Applicable Products and Customer is responsible for all defects and problems which are not related to Dialogic products. Under this service, in the event that the cause of a product malfunction is determined to be unrelated to Applicable Products, Dialogic will use commercially reasonable efforts to help Customer identify the issue and make recommendations on how to solve or temporarily workaround the issue. This support is available to be purchased in batches as Non-Dialogic Service Requests with a significant discount.

4.5   SUN H/W preferred support program

Customers can benefit from a preferred program provided by SUN to Dialogic as part of Dialogic's global support agreement with SUN. Dialogic recommends the Customer purchases the SUN H/W services enabling them to benefit from the following SUN services:

- Support – Online and Telephone support 24x7

- On-site support – On-site support for Critical and Major problems

- System Operation Normal support – Support for all bugs, question etc.

- Replacement Hardware Parts – If it has been determined that H/W has failed, a replacement will be provided by SUN. SUN will provide on-site support for the parts that cannot be replaced by Customer.

Customers that do not have a direct agreement with SUN or are not willing to use Dialogic preferred support for SUN equipment through Dialogic will only receive Dialogic's H/W repair (per section 2.2) during the warranty period (i.e. within 1 year after purchase) for SUN products.

4.6   Test Bed services

Dialogic has test labs that are used to verify and simulate field problems and Customer's specific requirements. It is also used to simulate upgrade procedures of new Software packages. Customers that do not have test labs can use Dialogic labs to simulate specific network requirements or train its staff on specific features of the Applicable Product. Dialogic will make available mutually agreed to test equipment, media gateways, and bulk load simulators to Customer together with full time professional service engineer that will help Customer to run their test plan.

4.7   Third level NOC

The Third level Network Operations Center "NOC" is an on-site service Dialogic offers to Customers whose network is carrying live traffic. The service offers remote monitoring of Customer's systems on a daily basis. NOC supports Customers who are not able to monitor their network, either due to lack of professional and technical personnel, or those who wish to use Dialogic as an outside and independent vendor to provide a professional support of their system.
NOC services are provided by Dialogic's   experienced, skilled team of Professional Services Engineers with knowledge of VoIP networks and Dialogic equipment. By purchasing NOC on-site support, the Customer will receive the following premium services to support their network. Dialogic's Third Level NOC duties and activities consist of:

- ■ Analyzing Call reports and Call statistics
- ■ Verifying if there are, or are no Major/Critical alarms
- ■ Monitoring the system utilization
- ■ Monitoring the system events
- ■ Providing a daily report

Other activities and the frequency of the activities above can be tailored according to the Customer's needs and the network complexity.

5.   CALL PROCEDURE, RESPONSE AND ESCALATION

5.1   Service Request

When Customer contacts a TAC, Dialogic will log a Service Request and provide Customer with a reference number. Customer can obtain the status of the Service Request at any time via Dialogic's website (www.dialogic.com) or by calling the TAC. As part of the Service Request, Customer and Dialogic will determine in good faith the severity of the Service Request based upon the severity levels set forth in Section 5.2 below. A Service Request is not considered recorded until a positive acknowledgement with a reference number is provided to Customer. Customer's individual user registration is required to gain access to confidential support information. Registration can be requested online via the website.

5.2   Severity Level Definitions: Customer and Dialogic will determine in good faith the severity level of the Service Request, based on the conditions set forth below:

Critical	Errors that severely affect service, traffic, billing, and maintenance capabilities, and require immediate corrective action. Dialogic will reclassify a Critical Error as a Major Error if there is a suitable Workaround with adequate documentation. Critical Errors include, but are not necessarily limited to: • A total system failure that results in loss of all data transmission. • Reduction in capacity or traffic handling capability such that the system cannot handle expected loads in accordance with the Documentation. Capacity refers to the capacity for which the necessary Hardware has been installed and the Software configured. • Severe degradation in capacity or traffic handling capability. • Any material loss of safety or emergency capability (i.e. 911 call). • Loss of the system's ability to perform automatic system reconfiguration pursuant to the Documentation. • Inability to restart the system. • Loss of protection switching capability. • Loss of billing capability. • Corruption of billing or system databases that requires service-affecting corrective actions. • Loss of access for maintenance or recovery operations. Loss of the system's ability to provide any required Critical or Major Error notification.
Major	Errors that cause conditions that seriously affect system operation, maintenance, and/or administration, and require immediate attention. The urgency is less than for Critical Errors because of a lesser immediate or impending effect on system performance, Customers, and Customer operation and revenue. Dialogic will reclassify a Major Error as a Minor Error if there is a suitable Workaround with adequate documentation. Major Errors include, but are not necessarily limited to: • Material reduction in any capacity and traffic measurement function. • Any material loss of functional visibility and/or diagnostic capability. • Repeated degradation of port connections. • Prevention of access for routine administrative activity. • Degradation of access for maintenance or recovery operations. • Degradation of the system's ability to provide any required Critical Error or Major Error notification. • An increase in system-related Customer trouble reports. • High billing error rates. Corruption of system or billing databases not resulting in service affecting corrective actions.
Minor	Errors which do not significantly impair the functioning of the system and do not significantly affect service to Customers. These Errors are tolerable during system use. Dialogic will operate an automatic escalation procedure for all open Service Requests to ensure that senior management is aware of any problems that require increased attention to meet Service

	goals. Cases are escalated according to the table below.

5.3 Dialogic Response and Escalation

Dialogic will use commercially reasonable efforts to adhere to target times ("Response Times") specified in the table set forth below. All Response Times are estimates based on Dialogic experience and are provided during applicable support hours. Dialogic provides an automatic escalation procedure using the contacts and escalation thresholds set forth in the Response Time Table for all open Service Requests to ensure that appropriate management personnel are aware of problems that require increased attention. Response Times for Hardware issues are subject to Customer having the appropriate spare part on site, or Customer purchasing On-Site Hardware Repair Service. The escalation process is an automatic process, triggered by the severity level.

Response Time Table

	Error Classification		
	Critical	Major	Minor
Response Time	< 30 minutes	< 2 hours	< 4 hours
Restore Time	Continuous activity to restore in < 48 hours	<3 days	< 5 days
Permanent Resolution	Commercially reasonable efforts to provide within ten (10) business days	Commercially reasonable efforts to provide within twenty (20) business days	Next regularly scheduled Maintenance Release within 180 days
Resource Allocation	Management and all appropriate technical resources	Appropriate technical resources	Technical resources as available
Initial Response Escalation			
No Initial Response L1 Senior Expert	30 min	2 hours	2 hours
No Initial Response L2 Support Manager	1 hour	4 hours	4 hours
Escalate for Correction			
Senior Expert	6 hours	24 hours	30 days
Support Manager	12 hours	48 hours	60 days
VP Worldwide Services and support	24 hours	72 hours	90 days

6. CUSTOMER RESPONSIBILITIES

6.1 Customer will, at no charge to Dialogic, provide Dialogic with appropriate telephone and remote access to the Applicable Products either through Customer's network management system(s), or other systems as required by Dialogic to allow for the execution of remote diagnostic procedures, subject only to the Customer's security rules, including remote access to the Software via ISDN BRI (in call-back mode) or a dedicated circuit.

6.2 Customer will place all requests for Services to Dialogic by telephone, fax, email or web site using the contact points for the assigned TAC provided in Section 8 below, unless otherwise agreed to in writing by Dialogic. Service Requests for Critical and Major must be via telephone, email and web based Service Requests are treated as Minor severity, with regard to Response and Restore times, Service Requests made by the Customer directly to any other number, person or location are outside the scope of the Services provided herein and may be chargeable at Dialogic's current time and materials maintenance service rates.

6.3 Customer will permit Dialogic's service personnel, agents, and/or subcontractors prompt and reasonable access to the Applicable Products during such hours as may be necessary for the proper performance of Dialogic's obligations hereunder and shall provide adequate working space,

heat, light, ventilation, a safe work environment, electrical circuits and such other facilities, as may be reasonably required to perform any on-site services. Where prior notice for access is required, Restore Times will be extended accordingly. Customer shall have the right to have a representative present during any Dialogic maintenance activity on Customer's premises.

6.4 Customer will provide Dialogic with a list of suitably qualified designated Customer contacts, up to a maximum of six per eight hour shift, that may contact the TAC

6.5 Customer will provide reasonable access to a telephone for use by Dialogic's maintenance personnel when on Customer's site. This will be within a reasonable distance of the Products and will be provided at no charge to Dialogic.

6.6 Customer, when requested by Dialogic, agrees to complete diagnostic and test routines recommended by Dialogic or included in the manufacturer's instructions for any third party hardware or software, which may assist Dialogic in completing remote diagnostic tests of the Products where appropriate.

6.7 Customer will ensure that the Software conforms to Dialogic's minimum supported Software Release revision level requirements and is maintained in accordance with any and all changes to specifications identified in Dialogic's Software Update and Upgrades service.

6.8 Customer shall operate the Applicable Products in accordance with Dialogic's and/or manufacturers / suppliers instructions, as applicable, and shall at all times maintain the proper environmental conditions according to Dialogic's standard site specifications.

6.9 Customer's personnel will not attempt any hardware repair or maintenance other than swapping out FRUs on the Applicable Products while they are covered under warranty or under this Service plan with Dialogic, unless agreed to in writing by Dialogic.

6.10 Customer will maintain an adequate level of spares based on Dialogic recommendations and/or Dialogic supplied reliability information to meet all Critical service affecting hardware failures allowing for Dialogic's normal repair and return cycle of 30 business days plus shipping times. Restore Target Times shall be subject to the foregoing.

6.11 Customer will be responsible for the installation of all Software Releases, Error Corrections and Maintenance Releases provided by Dialogic under this Service.

6.12 Customer agrees to notify Dialogic in writing promptly following the discovery of any Error. Dialogic agrees to make available to Customer a list of known Errors and to notify Customer in writing promptly following the discovery of any Critical Error. Further, upon discovery of an Error, Customer agrees, if requested by Dialogic, to submit to Dialogic a list of output and any other data that Dialogic may reasonably require to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Such list and data will be deemed Dialogic's Confidential Information. Dialogic will use commercially reasonable efforts to reproduce the Error based on the information submitted by Customer. If Dialogic is unable to reproduce the Error, it will have no responsibility to meet the timelines set forth in the table above. In such event, Dialogic will diligently continue to attempt to reproduce such Error, provided that Customer will continue to reasonably cooperate with Dialogic in efforts to reproduce the Error.

6.13 Customer is responsible for completion of all applicable data back-ups for Applicable Products to include databases and operating systems to ensure that Dialogic can restore systems to normal if trouble conditions occur which require recovery of data.

7. SERVICE FEES

Please refer to Annex A [or MPLA specified here] for the fees for the foregoing Services ("Support Fees") for the Initial Term and Renewal Terms. Support Fees shall be payable as set forth in Section 4 of the Agreement. Support Fees for Premium and On-Demand Support Services shall be determined on a case-by-

case basis.

8.   SERVICE EXCLUSIONS

Support Services do not include:

- o   *repairs required to correct malfunctions or Errors where the operating environment is different from that in which the Applicable Product was originally installed;*

- o   *repairs attributable to or required due to any unauthorized attempt by Customer or any other party to repair or maintain the Applicable Product;*

- o   *repairs resulting from the Customer's attempt to de-install, relocate and install the Applicable Product;*

- o   *repairs resulting from casualty, catastrophe, or natural disaster (including lightning damage), accident, misuse, neglect or negligence of Customer, or causes external to the Applicable Product such as, but not limited to, failed or faulty electrical power or air conditioning, or any causes other than normal wear and tear from ordinary use;*

- o   *repairs for accessories, attachments or any other devices which are not identified in the applicable Order;*

- o   *repairs resulting from unauthorized changes, modifications or alterations or attachments of or to the Applicable Product;*

- o   *the furnishing of optional accessories or consumable supplies;*

- o   *installation/de-installation services and/or relocation/removal services;*

- o   *labor, parts and repairs necessary to restore the Applicable Product to good operating condition when the Applicable Product was not under a Dialogic warranty or under a Dialogic Support Services agreement immediately prior to this Agreement;*

- o   *Services for third party software and/or for obsolete Software Releases.;*

- o   *problems in the operation or performance of the Applicable Products caused by third party software or hardware products;*

- o   *interaction between the Software or Hardware and operating systems, database software and other software, when Dialogic has not approved such operating system, database software, and other software for use with the Software or Hardware;*

- o   *Customer's use of the Software or Hardware on non-approved equipment or at locations other than the Deployment Sites;*

- o   *on-site support, which Customer may procure at Dialogic's then-current rates; or*

- o   *special services that may be requested by Customer, including, but not limited to: (a) customization services, such as support for customization of routing plans and digit analysis; custom system provisioning and configuration; trunk provisioning; SS7 provisioning, and (b) program management, single point of contact for program issues, cross-vendor program management, formal project planning, issue management, reporting and trending.*

If Dialogic determines that it is necessary to perform Services for a problem caused by any of the exclusions above (a "Customer-Generated Error"), Dialogic will notify Customer thereof as soon as Dialogic is aware of such Customer-Generated Error and, upon Customer's approval, Dialogic will have the right to perform such services and invoice Customer at Dialogic's then-current published time and materials rates for all such maintenance and support services performed by Dialogic.

ANNEX A

The fees for the foregoing Services ("Support Fees") for the Initial Term and Renewal Terms shall be as follows:

Price for Dialogic® ControlSwitch™ Systems Applicable Products: