

Dialogic® Pro™ Support Services Agreement

THIS DIALOGIC® PRO™ SUPPORT SERVICES AGREEMENT ("Agreement") by and between DIALOGIC INC., with offices at 1504 McCarthy Boulevard, Milpitas, CA95035-7405 USA, on behalf of itself and its affiliates and subsidiaries (collectively, "Dialogic") and CUSTOMER NAME, with offices at Customer address ("Customer") is effective as of _____, 2012 (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. Unless otherwise set forth in Exhibit A, this Agreement will remain in effect for one (1) year from the Effective Date ("Initial Term") and shall be renewed automatically for successive one (1) year periods ("Renewal Terms") unless terminated as set forth herein. Collectively, the Initial Term and all Renewal Terms shall be referred to herein as the "Term."

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 Anthony Housefather, Executive Vice President and General Counsel at 9800 Cavendish Blvd., Suite 500, Montreal, Quebec, Canada H4M 2V9 and any notice to Customer shall be sent to the address specified above or such other address as may be provided in writing. 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 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, or, if applicable, Initial 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. Customer may terminate this Agreement, subject to accrued charges, if Dialogic fails to perform or observe any material term or condition of this Agreement for reasons not attributable to Customer or force majeure conditions (as described herein) and such failure continues un-remedied for thirty (30) days after Dialogic's receipt of written notice thereof from Customer.

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 un-remedied 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 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 Inc. 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 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 to meet for one day with an impartial mediator and consider dispute resolution alternatives other than litigation. If an alternative method of dispute resolution is not agreed upon within thirty days after the one day mediation, either party may begin litigation proceedings.

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. 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.

I. 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.

By signing below, the parties hereto agree to be bound by the terms and conditions of this Agreement. Any executed copy of this Agreement made by reliable means (e.g. photocopy or facsimile) is considered an original.

DIALOGIC INC.: _____:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**Exhibit A - Statement of Work
Dialogic® Pro™ Platinum Support Agreement**

1.0 SCOPE

This Statement of Work (“SOW”) is being issued pursuant to and in accordance with the Dialogic® Pro™ Support Services Agreement (the “Support Agreement”) (collectively this SOW together with the Support Agreement shall be referred to as the “Platinum Support Agreement”). Dialogic’s technical support team (“Dialogic Support Team”) will use commercially reasonable efforts to directly support the Customer in its role as an intermediary support entity with the isolation and resolution of technical problems arising from the installation, configuration, programming and maintenance of Applicable Products (“Platinum Services”). Under this Platinum Support Agreement, Customer is required to have extensive knowledge of the End-user’s application and how it relates to the Applicable Products, except the Dialogic® IMG 1010, which does not require application knowledge.

During the Term, concurrently with the purchase by Customer of an Applicable Product, Customer shall place such Applicable Product under a Platinum Support Agreement pursuant to this Agreement by submitting purchase orders that include Platinum Support Agreement charges reflecting the price associated with the Supported Product (defined below). In most cases the Platinum Support Agreement charges will be included as a separate line item on a product purchase order. Platinum Services offered by Dialogic under this Agreement are outlined in this Exhibit A.

Platinum Support Agreements shall only cover unmodified generally available versions of the Applicable Products. Platinum Services shall not include: (1) operating supplies and accessories; (2) service due to failure of hardware or software not provided by Dialogic; (3) service provided when the reported problem is caused by hardware, software applications, firmware, or media not supplied by Dialogic; (4) Alpha, Beta or custom products; or (5) service provided when the reported problem is caused by operator error, by Customer’s negligence or improper use of the system, or by Customer’s failure to perform its responsibilities under Section 4 hereunder.

This Platinum Support Agreement is designed to support a specific Tier 2 development or support organization; if a single company has multiple organizations, a separate support Agreement may be required for each.

2.0 DEFINITIONS

Advance Replacement:	Replacement of a defective Applicable Product unit with a new unit of the same Applicable Product via courier upon notification by End-user to Customer 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 Platinum Support Agreement by Customer.
Applicable Products:	All standard Dialogic® products that are currently included on Dialogic’s standard price list, which may be amended from time to time and are eligible for Platinum Services as determined by Dialogic at its sole discretion. Lifecycle changes of Applicable Products and their resulting eligibility, changes and/or limitations with respect to Platinum Services, if any, will be communicated by Dialogic via product change notices.
Authorized Contact:	A single user within Customer authorized by Dialogic to communicate directly with the Dialogic Support Team.
Customer:	A single developer organization or support organization within an authorized entity that purchases Applicable Products directly from

	Dialogic or its authorized distributor and resells such Applicable Products to End-users either directly or through its channel.
Dialogic Call Tracking System :	A secure, on-line tool, which provides read and write access to Dialogic’s call tracking system for Authorized Contacts.
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.
End-user:	A third party that has purchased an Applicable Product directly from Customer or through Customer’s authorized channel.
Normal Hours of Coverage:	<p>Dialogic provides Platinum Services (as detailed herein) for the Applicable Products from the support center located nearest to Customer as follows:</p> <p>(i) For Customers in North America, between the hours of 8:00 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday, with the exception of public holidays;</p> <p>(ii) For Customers in EMEA, between the hours of 9:00 a.m. and 5:00 p.m. Greenwich Mean Time, Monday through Friday ,with the exception of public holidays;</p> <p>(iii) For Customers in Asia Pacific, between the hours of 9:00 a.m. and 5:00 p.m. local Singapore time (Greenwich Mean Time plus 8 hours or 7 hours during daylight savings), with the exception of Singapore public holidays; and</p> <p>(ix) 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.</p>
Problem Tracking Report:	A report maintained by Dialogic in its problem tracking database that describes a specific reproducible product defect or anomaly with an Applicable Product. Information includes Problem Tracking Report number, problem description, Problem Tracking Report priority, system configuration and steps for reproducing the problem.
Service Request:	<p>A report maintained by Dialogic in its technical support database that contains pertinent information on a single technical support issue as reported by Customer. 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 Platinum Services.</p> <p>Dialogic’s web addresses for support requests can be found at http://www.dialogic.com/support/.</p>
Service Request Number:	A unique service request number that is used for tracking the continuing status of an ongoing technical issue.

Supported Product:	Each Applicable Product unit that Customer has purchased or Third Party System that is covered under a Platinum Support Agreement purchased by Customer.
Third Party Systems:	Third party products, including without limitation: power products, switches, routers, rack mount monitors and KVMS, rack mount servers and out of band element management systems, provided to Dialogic by an authorized Dialogic OEM partner for stand-alone sale or integration into Applicable Products by Dialogic. Platinum Services for any Third Party System server shall only apply to such server hardware and software; provided however that Platinum Services for Dialogic products populated into the Third Party Systems server may be purchased separately, if available.
Tier 1 Support:	Support services provided by End-user from End-user's facility.
Tier 2 Support:	Support services provided by Customer from a Customer's facility through the use of remote access to the End-user for Supported Products. Tier 2 Support shall receive Service Requests from Tier 1 Support for technical assistance with complex problems or problems of a major or critical nature. Tier 2 Support may also be dispatched to the End-user facility in the event that Tier 1 Support is unable to solve the Service Request while working with assistance from Tier 2 Support.
Tier 3 Support:	Platinum Services provided by Dialogic from a Dialogic facility through the use of remote access to Customer for Supported Products. Tier 2 Support escalates problems to Tier 3 Support that includes Dialogic's development resources. Tier 3 Support is provided through remote access to the systems with the primary focus being diagnosis and resolution of software defects (bugs) and the creation and installation of patches.
Updates:	Any updates and/or upgrades, modifications or fixes other than new versions, or enhancement of the Applicable Product 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 specifically excluding new features that Dialogic adds to the Applicable Products for which it charges customers.

3.0 **COMPREHENSIVE SERVICE FEATURES** The Dialogic Support Team will use reasonable commercial efforts to provide the following Platinum Services for up to four (4) Authorized Contacts, subject to the Hours of Coverage:

3.1. Initial Response. Respond within the following initial response times to each initial phone, e-mail or Call Tracking System inquiry for Platinum 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 enhanced response times set out 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) hours for Service Requests determined to be Major Severity issues; and (iii) within four (4) hours for Service Requests determined to be Minor Severity issues.

Severity Level: Customer and Dialogic will determine in good faith the Severity Level of the Service Request, based on the guidelines set forth below:

Critical	A technical support issue reported by Customer, which severely affects 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.
Major	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 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 as a Minor Service Request if there is a suitable workaround with adequate documentation.
Minor	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 tolerable during system use.

- 3.2. **Internal Test Case Development.** Develop internal problem-specific test cases, as Dialogic deems appropriate, to isolate and reproduce the reported problems and/or code fragments and configuration files to demonstrate correct operation and programming of Applicable Products;
- 3.3. **Verification of Service Request Resolution.** Verify that any Service Request is resolved to Customer's reasonable satisfaction *before* closing the Service Request;
- 3.4. **Problem Tracking Report.** Provide password access to the Problem Tracking Report database allowing visibility of all Problem Tracking Reports, not just resolved ones;
- 3.5. **24-Hour Availability for Critical Service Requests.** Solely Critical Services Requests assigned as Critical, as determined in good faith by Dialogic and Customer, shall entitle Customer to Platinum 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 and beyond the ability of the Dialogic Support Team will not be available outside of normal Hours of Coverage provided under the Platinum Services;
- 3.6. **Service Request Tracking.** Provide updates and follow-up on Service Requests until such time as the Service Requests are closed;
- 3.7. **Remote Technical Support.** Provide remote technical support through telephone assistance, web and e-mail support.
- 3.8. **Hardware Support.**

3.8.1. Advance Replacement. Provide Customer with Advance Replacement for any defective Supported Products as follows: (i) if Customer believes that a Supported Product has failed due to hardware failure, it must contact Dialogic by calling one of the numbers listed on www.dialogic.com/support/contact; (ii) during the call, 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; (iii) 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 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 one business day, 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; and (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.

3.9. Software Support.

3.9.1. 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 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 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.

3.9.2. Right to Copy ("RTC") Updates. For all Supported Products receiving Updates under this Agreement, Customer receives the RTC the appropriate Updates on all Supported Products 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 Supported Products, without requiring Dialogic to supply duplicate media and documentation.

3.9.3. License Re-Hosting. Software-only Customers will be entitled to license "Re-Hosting" 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.

3.10. Third Party Software.

3.10.1. Software Disclaimer. All third party or Customer-provided software used in: (a) the integration of hardware device(s); (b) services; (c) and/or enabling third-party software provided to Dialogic in the combination with Customer's product or platform, is provided to Customer "as is" and Dialogic disclaims all warranties with respect to such software to the fullest extent possible.

3.10.2. Updates/Current Release. Dialogic shall make available to Customer Updates to which Customer is entitled under applicable third party licenses. Dialogic will use commercially reasonable efforts to make available appropriate Updates to Customer promptly after they are provided to Dialogic by such third parties. In some instances, software releases and notices shall be posted on the Dialogic web page, directing Customer to appropriate sites for download.

3.10.3. Right to Copy Updates. Subject to terms of any applicable third party license agreements, Customer shall receive a right to copy the appropriate Updates solely for use with licensed third party products or platforms covered under a support Agreement or warranty.

3.11. Web Accessible Services. Dialogic will provide access to a variety of notifications and documentation to assist Customers which may include software and product change notices ("SCNs" and "PCNs"), Dialogic product manuals, field bulletins, frequently asked questions ("FAQs") and access to updates through the Dialogic Call Tracking System. Customers may submit Service Requests via the Dialogic Call Tracking System and Dialogic will forward email acknowledgements of Service Requests and RMAs (defined below).

4.0 **CUSTOMER RESPONSIBILITIES**

It is the responsibility of Customer to:

- Place all Applicable Products under an Platinum Support Agreement upon ordering such Applicable Products and maintain support for each Supported Product upon each renewal of this Agreement;
- Notify Dialogic when each system containing a licensed software product is deployed;
- Designate a single Customer representative for issues related to the terms and conditions of this Agreement;
- Designate a Customer representative for notification of Dialogic web access whom Dialogic will contact with Dialogic Call Tracking System access information;
- Designate up to four (4) Authorized Contacts who will be submitting issues to the Dialogic Support Team, and notify Dialogic by e-mail of any changes to such Authorized Contacts;
- Comply with the terms and conditions of the relevant Dialogic license agreement for any and all Updates, changes, improvements, revisions, patches, data or documents furnished by Dialogic in connection with this Agreement;
- Install any and all Updates, changes, improvements, revisions, or patches, furnished by Dialogic to remedy problems;
- Maintain the Supported Products at the agreed upon revision level and to maintain a current back-up copy of the software release and configuration information;
- Clearly identify the Authorized Contact as a Platinum Support Agreement customer at the start of any communication, and give the unique customer identification number supplied by Dialogic;

- Provide support to its End-user, including, without limitation, both local and remote support, system administration, monitoring, initial problem investigation, failure reporting, troubleshooting, fault isolation, resolution of configuration and operational errors, and recommend escalation to Dialogic, if necessary;
- Supply complete problem description, logs, and system information upon escalation to Tier 3 Support in order for Dialogic to fulfill its support responsibilities as outlined in this Agreement;
- Diagnose, trouble shoot and resolve any application related problems, including third-party software applications;
- Safeguard the Customer identification number supplied by Dialogic and promptly advise Dialogic if that number has been compromised;
- Exercise proper care when handling Dialogic products, including proper use of ESD Protection when removing or installing Dialogic hardware;
- Maintain a test hardware and software configuration that is separate and independent from any production systems that will be available for use to assist with problem isolation and debugging;
- Prepare a comprehensive description of each Service Request and the environment in which the Service Request is occurring;
- When necessary, develop simple demonstration cases, or provide isolated application program source code fragments which help reproduce the Service Requests;
- Use the Dialogic Call Tracking System, phone or e-mail for the submittal, update and tracking of Service Requests;
- To the largest extent possible, completely implement or follow any actions or procedures requested or recommended by Dialogic Support Team to help isolate or resolve any Service Requests, including, without limitation, the collection of Dialogic debugging logs and Customer application debugging logs.

5.0 **ESCALATION POLICY AND CONTACT INFORMATION**

At any point during a Service Request, Customer may choose to escalate such Service Request by calling in on the Platinum Support Agreement telephone line and request to speak with the on-duty call manager.

6.0 **TIERED SUPPORT RESPONSIBILITIES**

- A. The following is a list of Tier 1 Support activities that the End-user is responsible for:
- Operate the system on a 24x7 basis and be available for on-call or on-site assistance 24x7;
 - Add or change circuits, subscriber information, class of service, routing tables and any other elements in the application's software configuration;
 - Add/remove cabling/interconnect to carriers;
 - Create local system software back ups to various media as required;
 - Monitor system alarms 24x7;
 - Perform system diagnostics and take corrective action as necessary;
 - Be fully capable of using recommended network monitoring test equipment for data and circuit networks and provide traces of such events to Tier 2 Support when requested;
 - Maintain various maintenance logs;
 - Trouble-shoot system problems (hardware and software);
 - Utilize and have available various test equipment such as, PCM Call Analyzer, Inet Spectra Protocol Analyzer or equivalent, IP traces, etc.;
 - Escalate problems to Tier 2 Support that are advanced, major, or critical and are unable able to resolve using Tier 1 Support;

- View system logs to ensure system performance specific to the application (e.g., clean fan filters, etc.);
 - Perform removal and replacement procedures for hardware subassemblies when required;
 - Follow the RMA process and ship defective product to repair center; and
 - Maintain spares inventory.
- B. The following is a list of Tier 2 Support activities that Customer is responsible for:
- Isolate and resolve all complex troubles as escalated from Tier 1 Support;
 - Utilize advanced analysis tools and procedures;
 - Analyze log files to determine and isolate problems;
 - Perform file uploads for analysis;
 - 24x7 availability;
 - Generate methods of procedures as required;
 - Provide patches/engineering releases;
 - Notify Tier 3 Support of bugs and critical assistance requests; and
 - Maintain an escalation list with contact names, intervals and contact information, and provide to Tier 1 and Tier 3 Support.
- C. The following is a list of Tier 3 Support activities that Dialogic is responsible for:
- Log and respond to technical support calls from Tier 2 Support;
 - The majority of calls will be product related as opposed to network or operational assistance requests;
 - Assist with Priority One issues in a timely manner; and
 - Interface with product engineers to define and isolate engineering level defects.

7.0 PRO PLATINUM SERVICE FEES

The fees for the foregoing Platinum Services for the Initial Term and Renewal Terms shall be in the amount of twelve percent (12%) of the total product cost of the corresponding Applicable Product (the "Support Fee") and shall be payable as set forth in Section 4 of the Agreement.

7.0 NOTIFICATION OF CHANGE

Dialogic reserves the right to make changes to this Platinum Support Agreement, as necessary at any time, and will provide a minimum of thirty (30) days notice of any changes.

The following Dialogic® product families are covered under this Agreement:

	Dialogic® Product Family
1	Dialogic® CSP 2090 Converged Services Platforms
2	Dialogic® CSP 2040 Converged Services Platforms
3	Dialogic® IMG 1010 Integrated Media Gateways
4	Dialogic® IMG 1004 Integrated Media Gateways
5	Dialogic® IP Media Servers
6	Dialogic® MSP 1010 Multi-Services Platforms
7	Dialogic® DSI SS7G3x Signaling Servers (and Dialogic® Signaling Software)
8	Dialogic® Vision™ Family of Servers and Gateways
9	Dialogic® BorderNet™ 2020 Integrated Multimedia Gateways