

Alynetech LLC, ("ALYNETECH") and you, the Customer, agree that the following terms and conditions will apply to enhanced warranty, post-warranty services and related services ("Services" listed on the front of this Agreement. *This Agreement may contain additional pages and covers Products and Services for use only in the United States.*

1. CONTRACT PERIOD - This Agreement shall be effective when signed by you and accepted in writing by ALYNETECH, until terminated as set forth in Section 8 of this Agreement. Enhanced warranty services will be coterminous with the applicable product warranty period. Post-warranty services will be for an initial term as specified on the reverse hereof, (one (1) year minimum). Post-warranty service shall be automatically renewed for successive one (1) year terms at the charges and under the terms and conditions applicable to ALYNETECH's standard one (1) year service agreement at the time of renewal, unless either party gives the other written notice of its intent not to renew at least sixty (60) days prior to the expiration of any initial or renewal term. ALYNETECH can also notify you sixty (60) days in advance of the time or renewal that Service for specific Products covered under this Agreement will not be renewed.

2. CUSTOMER RESPONSIBILITIES - You agree to (i) provide the proper environment, electrical and telecommunications connections, (ii) provide access and work space, and (iii) maintain a procedure external to the software program(s) and host computer for reconstruction of loss or altered files, data or programs. You are responsible for notifying ALYNETECH of the presence of any hazardous material (e.g., asbestos) on your premises prior to the commencement of any Services. You are also responsible for removal of any such hazardous material or correction of any hazardous condition that affects ALYNETECH's performance of Services. Services will be delayed until you remove or correct the hazardous condition; ALYNETECH shall not be liable to you as a result of such delays.

3. WARRANTY - A. When a post-warranty service agreement exists, ALYNETECH warrants that during the warranty period the products will operate in accordance with the Documentation. If a Product does not operate in accordance with the Documentation during the warranty period, you must promptly notify ALYNETECH. ALYNETECH, at its option, will either repair or replace that product without charge. You have the right, as your exclusive remedy, to return that product for a refund of the purchase price or license fee if ALYNETECH is unable to repair or replace the product. A pending or active ALYNETECH post-warranty service agreement is a prerequisite for this warranty coverage. B. The warranty period shall begin on the Delivery Date for Customer-installed Products or re-certification date whichever is later. ALYNETECH's standard warranty period will apply if none is specified. A pending or active ALYNETECH post-warranty service agreement is a prerequisite for this warranty coverage.

4. ENHANCED WARRANTY & POST-WARRANTY SERVICE - A. ALYNETECH will provide Services during the Contract Period in accordance with ALYNETECH's standard specifications subject to the exclusions set forth in this Section 4. ALYNETECH provides various maintenance Services dependent upon the product and option selected by the Customer and indicated on the reverse hereof. ALYNETECH's current Services options are described in ALYNETECH's SOSP ("Service offerings and Support Plans"), as applicable, copies of which are available upon request. B. Post-warranty service includes preventive maintenance as deemed appropriate by ALYNETECH and remedial maintenance, including replacement parts required for Products used under normal operating conditions. C. If you subsequently purchase products ("Added Products") from ALYNETECH or a third party and co-locate those products with the existing ones, those Added Products purchased from a party other than ALYNETECH or an authorized ALYNETECH Authorized Business Partner or Agent are subject to certification by ALYNETECH at ALYNETECH's then current rates for such certification; post-warranty service coverage will be effective immediately after ALYNETECH certifies the Added Products. Charges for Added Products will be at the then current rate and coverage will be coterminous with the coverage for the existing Products. D. PURCHASED OR REPLACEMENT PARTS AND PRODUCTS MAY BE NEW, REMANUFACTURED OR REFURBISHED. Any removed parts and / or Products will become the property of ALYNETECH. E. Enhanced Warranty and post-warranty service coverage will be in accordance with the option(s) you have selected as listed on the front of this Agreement. ALYNETECH's standard warranty and post-warranty coverage will apply if none is specified. F. POWER SURGES - If you have ordered post-warranty service, during ALYNETECH's warranty and post-warranty service periods, ALYNETECH is responsible for damage (**excluding loss or corruption of data records**) to your voice Products (e.g., DEFINITY® ECS, and Intuity™ AUDIX® systems but not any data or video products) from power surges as long as you have installed to the Products' electrical protection which complies with the National Electrical Code, any applicable local standards, and any ALYNETECH - specified site requirements. A pending or active ALYNETECH post-warranty service agreement is a prerequisite for this power surge coverage. G. ALYNETECH may, at its discretion, electronically monitor your system for the sole purpose of collecting and recording the configuration of and the number and kinds of products in your system. Such monitoring will serve two (2) principal purposes: (1) the information will permit more accurate remote diagnostics and corrective actions; and (2) the information will be used once a year, before the renewal date of any Service Agreement, or the annual anniversary date of a multi-year Agreement, to determine applicable charges. Products identified in the data collection will be treated as Added Products under Section 4.C. You will cooperate with ALYNETECH in such data collection, including making remote access available to ALYNETECH for this purpose.

5. WARRANTY / POST-WARRANTY SERVICE EXCLUSIONS - A. EXCEPT AS STATED IN SECTION 5, ALYNETECH, ITS SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. The warranty provided in Section 3 and post-warranty service do not cover repair for damages, or malfunctions, or performance characteristics caused by: (1) use of non - ALYNETECH furnished equipment, software, or facilities with the Product(s); (2) your failure to follow ALYNETECH's installation, operation or maintenance instructions, including your failure to permit ALYNETECH timely remote access to your Product(s); (3) failure or malfunction of equipment, software, or facilities not serviced by ALYNETECH; (4) actions of non - ALYNETECH personnel; or (5) force majeure conditions as stated in Section 10. ALYNETECH does not warrant uninterrupted or error free operation of the Product(s). In addition, ALYNETECH is not obligated to provide warranty or post-warranty service if you modify the Product(s). If you request, ALYNETECH will perform repair or other services not covered by this Agreement to your ALYNETECH Product(s) at ALYNETECH's standard rates for such service. C. Although Products are designed to be reasonably secure, ALYNETECH makes no express or implied warranty that Products are immune from or present fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain features, if purchased, such as Password Reset, Conference Mailbox, Skip Password and Monitor Mailbox, when enabled, could be improperly used in violation of privacy laws. By ordering Products with these features or separately ordering such features, you assume all responsibility for assuring their proper and lawful use. D. You agree to notify ALYNETECH prior to moving a Product. Additional charges may apply if ALYNETECH incurs additional costs in providing warranty or post-warranty services as a result of a move of a Product. E. If the Product supports Telephony or Transmission Control Protocol / Internet Protocol (TCP/IP) facilities, you may experience certain compromises in performance, reliability and security, even when the Product performs as warranted. These compromises may become more acute if you fail to follow ALYNETECH's recommendations for configuration, operation and use of the Product. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THESE RISKS AND THAT YOU HAVE DETERMINED THEY ARE ACCEPTABLE FOR YOUR APPLICATION OF THE PRODUCT. YOU ALSO ACKNOWLEDGE THAT, UNLESS EXPRESSLY PROVIDED IN ANOTHER AGREEMENT, YOU ARE SOLELY RESPONSIBLE FOR (1) ENSURING THAT YOUR NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION, AND (2) BACKING UP YOUR DATA AND FILES.

6. PRICE AND PAYMENT - A. Payment of invoices is due within thirty (30) days from the invoice date billed 30 days in advance. Delinquent payments on any undisputed balance are subject to a late payment charge of the lower of two percent (2%) per month or portion thereof, or the maximum amount allowed by law. Restrictive endorsements or other statements on checks will not apply. You agree to reimburse ALYNETECH for reasonable attorneys' fees and any other costs associated with collecting delinquent payments. B. You shall pay taxes levied upon the sale, transfer of ownership, installation, and license or use of Products or Services unless you provide ALYNETECH with a tax exemption certificate. Excluded are taxes on ALYNETECH's net income.

7. EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITY - A. THE ENTIRE LIABILITY OF ALYNETECH AND ITS SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM) AND YOUR EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK OR SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE: (1) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATES IN SECTION 3; (2) FOR ALYNETECH'S FAILURE TO PERFORM ANY MATERIAL TERM OF THIS AGREEMENT (E.G., ALYNETECH'S POST-WARRANTY SERVICE OBLIGATIONS), YOUR SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING CANCELLATION CHARGES IF ALYNETECH FAILS TO CORRECT SUCH FAILURES WITHIN THIRTY (30) DAYS OF RECEIPT OF YOUR WRITTEN NOTICE; (3) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR FOR BODILY INJURY OR DEATH TO ANY PERSON FOR WHICH ALYNETECH'S SOLE NEGLIGENCE WAS THE PROXIMATE CAUSE, YOUR RIGHT TO PROVEN DAMAGES TO PROPERTY OR PERSON; AND (4) FOR CLAIMS OTHER THAN SET FORTH ABOVE, ALYNETECH'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE PRICE OF SERVICE GIVING RISE TO THE LIABILITY OR \$25,000, WHICHEVER IS LESS. B. EXCEPT TO THE EXTENT PROVIDED IN SUBSECTION 7.A (3), ALYNETECH SHALL NOT BE LIABLE FOR THE FOLLOWING TYPES OF DAMAGES: (1) INDIRECT OR INCIDENTAL DAMAGES, AND (2) SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, LOST, CORRUPTED, MISDIRECTED OR MISAPPROPRIATED DATA OR MESSAGES; AND CHARGES FOR COMMON CARRIER TELECOMMUNICATION SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO PRODUCTS ("TOLL FRAUD"). ALYNETECH SHALL NOT BE LIABLE FOR THE TYPES OF DAMAGES ENUMERATED ABOVE WHETHER OR NOT ALYNETECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

8. CANCELLATION / TERMINATION - A. Prior to the commencement of post-warranty service, you may cancel coverage and receive a full refund of any prepaid amount. After commencement of any initial or renewal term of post-warranty service, you may terminate Service coverage upon thirty (30) days written notice. If you provide notice of your intent to terminate during the first thirty (30) days of coverage, you will only be responsible for the charges for the period of coverage up until the effective date of termination. After the first thirty (30) days of coverage, you may provide notice to terminate the Agreement subject to a termination charge equal to the monthly charges for twelve (12) months or the period remaining, whichever is less. For prepaid agreements, ALYNETECH will refund or credit the pro rata price of the remaining term less the applicable termination charge.

B. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for thirty (30) days after receipt of written notice, you shall be in default and ALYNETECH may terminate this Agreement and exercise any available rights. Upon termination by ALYNETECH, you shall be liable for cancellation and / or termination charges and any other applicable charges.

9. DISPUTES - A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 9.

B. If a Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within forty-five (45) days of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, ALYNETECH and you will submit the Dispute to non-binding mediation conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the mediator (and arbitrator, if any) shall hold the existence, content and result of mediation in confidence. If the Dispute is not resolved through mediation, claims may be brought in a state or federal court of competent jurisdiction or resolved through binding arbitration.

C. Any Dispute you have against ALYNETECH with respect to this Agreement must be brought in accordance with this Section 9 within one (1) year after the cause of action arises.

10. FORCE MAJEURE - ALYNETECH shall have no liability for delays, failure in performance or damages due to: fire, explosion, power failures, pest damages, lightning or power surges (except as provided in Section 4.F), 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, transportation facilities, fuel or energy shortages, performance or availability of communications services or network facilities, unauthorized use of the Products, or other causes beyond GAGE's control whether or not similar to the foregoing.

11. ASSIGNMENT - Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, ALYNETECH may assign this Agreement to a present or future affiliate, subsidiary, successor or distributor or may assign its right to receive payment without your consent. Further, such consent shall not be required if Customer assigns this Agreement to an affiliate, subsidiary, or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

12. SUBCONTRACTING - ALYNETECH may subcontract work to be performed under this Agreement but shall retain responsibility for the work.

13. GENERAL - A. Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. B. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party. C. You certify that the Services acquired hereunder are intended for your use in the ordinary course of your business and not for the purpose of resale. D. Dealer shall submit all customer contracts and orders to purchase Services to ALYNETECH for Review and acceptance by ALYNETECH, respectively. DEALER PERSONNEL ARE AUTHORIZED TO ACCEPT (I.E., CONTRACTUALLY BIND) ALYNETECH, RESPECTIVELY, TO SUCH CUSTOMER OFFERS. 1. Orders are to be submitted electronically where such capability is provided. 2. Signed customer orders are to be furnished to ALYNETECH within two (2) business days of End-User acceptance of Product installation. E. This Agreement shall be governed by the local laws (as opposed to the conflict of law provisions) of the State of TEXAS. F. THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, COMMUNICATIONS BETWEEN THE PARTIES AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL.