DIALOGIC CORPORATION
LIMITED WARRANTY

The applicable warranty period for the Products shall be for the period set forth on Dialogic’s website, www.dialogic.com and the terms are as follows:

**Warranty for Hardware Products:** NACR warrants that at the time of delivery the hardware products supplied hereunder will be free from defects in material and workmanship. This warranty is void if the defect has resulted from accident, misuse, abuse or misapplication. Any hardware product which becomes defective during the warranty period and is returned to NACR within thirty (30) days after discovery of the defect with a written description of the defect will be repaired or replaced at NACR’s option. Freight charges will be paid by NACR only for shipment back to you.

**Warranty for Software Products:** The only warranty NACR makes is that the software will comply with its published specifications in all material respects for the ninety (90) day period following the date the software was shipped to you, electronically or otherwise. NACR offers no warranty for the installation of the program even if it has provided assistance to you in making such installation. This limited warranty is void if failure of the program has resulted from accident, misuse, abuse or misapplication. NACR’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY SHALL BE, AT NACR’S OPTION, EITHER (A) RETURN OF THE PRICE PAID OR (B) REPAIR OR REPLACEMENT OF THE SOFTWARE THAT DOES NOT MEET THIS WARRANTY. ANY REPLACEMENT SOFTWARE WILL BE WARRANTED FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD.

**Additional Exclusions:** NACR will have no obligation to make repairs or replacements necessitated by your fault or negligence, improper or unauthorized use of the product, repairs or modifications made without NACR’s prior written approval or by causes beyond the control of NACR, including, but not limited to, power or air conditioning failure, acts of God, improper interface with other units, or malfunction of any equipment or software used with the NACR product(s). If NACR is requested and agrees to make repairs or replacements necessitated by any such causes, you will pay for such service or replacement at NACR’s then prevailing rates.