



Appendix D to DIR-TSO-2702

Suntur Standard Terms & Conditions

1. WARRANTY

A. Suntur 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 Suntur. Suntur, at its option, will either repair or replace that Product without charge. You have the right, as your exclusive remedy under warranty, to return that Product for a refund of the purchase price or license fee if Suntur is unable to repair or replace the Product.
B. The warranty period shall be specified on the Order and shall begin on the Delivery Date for Customer-installed Products or on the In-Service Date for Suntur-installed Products. The manufacturer's standard warranty period will apply if none is specified.

2. WARRANTY SERVICE EXCLUSIONS

A. EXCEPT AS STATED IN SECTION 1, SUNTURN, 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 1 does not cover repair for damages or malfunctions, or performance characteristics caused by: (1) use of non-Suntur furnished equipment or software; or facilities with the Product; (2) your failure to follow Suntur's installation, operation or maintenance instructions, including your failure to permit Suntur timely remote access to your Product; (3) failure or malfunction of equipment, software or facilities not serviced by Suntur; (4) actions of non-Suntur personnel; or (5) force majeure conditions as stated in Section 11. Suntur does not warrant uninterrupted or error free operation of the Product. In addition, Suntur is not obligated to provide warranty Service if you modify the Product. If you request, Suntur may perform repair or other services not covered by this Agreement to your Suntur Product at Suntur's standard rates for such service.
C. Although Products are designed to be reasonably secure, Suntur makes no express or implied warranty that Products are immune from or prevent fraudulent intrusion, unauthorized use or disclosure or loss of proprietary information. Certain Software 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 Suntur prior to moving a Product. Additional charges may apply if Suntur incurs additional costs in providing warranty Services as a result of a move of a Product.
E. If the Product supports Telephony over 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 Suntur'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.

D. You agree to notify Suntur prior to moving a Product. Additional charges may apply if Suntur incurs additional costs in providing warranty Services as a result of a move of a Product.
E. If the Product supports Telephony over 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 Suntur'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.

3. TITLE/RISK OF LOSS

Title shall pass to Customer on payment in full to Suntur for the equipment. Risk of loss for Customer-installed equipment shall pass to you on the Delivery Date. Suntur's licensors shall retain title to software.

4. SOFTWARE LICENSE

A. The manufacturer, through its authorized agent (Suntur, Inc.), grants you a personal, non-transferable and non-exclusive right to use, in object code form, all software and related documentation furnished under this Agreement. Title to and ownership of all software shall remain with Suntur or its suppliers. This grant shall be limited to use with the equipment for which the software was obtained or, on a temporary basis, on back-up equipment when the original equipment is inoperable. Use of software on multiple processors is prohibited unless otherwise agreed to in writing by the manufacturer. You will refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software or to develop other software. You will not enable or attempt to permit any third party to enable software features or capacity (e.g., additional storage hours, ports or mailboxes) which the manufacturer licenses as separate products without the manufacturer's prior written consent. You will use your best efforts to ensure that your employees and users of all software licensed under this Agreement comply with these terms and conditions.
B. You may make a single archive copy of software. Any such copy must contain the same copyright notice and proprietary markings that the original software contains. Use of software on any equipment other than that for which it was obtained, removal of software from the United States, or any other material breach of the software license shall immediately and automatically terminate this license.
C. If the terms of this Agreement differ from the terms of any license agreement packaged with software, the terms of the license agreement in the packaged software shall govern.
D. If the equipment purchased hereunder is sold or assigned to another party, Suntur requires that the new owner or assignee execute a new software license and pay the then current software license fee, if any. Upon written request, Suntur will grant the new owner or assignee of the equipment the right to use any related software, provided the new owner or assignee agrees, in writing, to Suntur's terms and conditions and pays Suntur's then current software license fee. If the new owner or assignee of the equipment refuses to execute a new software license agreement or pay the applicable software license fee, or if the equipment is no longer to be used by you, you shall either return the software, together with any copies, or destroy the software and all copies, and provide Suntur with prompt written notice of such destruction.

5. LIMITATIONS OF LIABILITY

A. Limitation of Liability shall be in accordance with Appendix A, Section 10.K. of the DIR Contract, DIR-TSO-2702.

6. THIRD PARTY PRODUCTS

The decision to acquire or use hardware, software (in any form), networks, supplies, facilities or services from parties other than Suntur ("Third Party Products") is yours, even if Suntur helps you

identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, SUNTURN IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY PRODUCTS OR THEIR SUPPLIERS, AND THEIR FAILURE TO MEET YOUR EXPECTATIONS WILL NOT AFFECT YOUR OBLIGATIONS TO SUNTURN; any claim that you have in connection with the Third Party Products and any remedies for such claim will be against the supplier of such Third Party Products.

7. CANCELLATION/TERMINATION

A. Termination shall be in accordance with Appendix A, Section 11 B of the DIR Contract, DIR-TSO-2702.

8. DISPUTES

Disputes shall be in accordance with Appendix A, Section 11.A of the DIR Contract, DIR-TSO-2702.

9. FORCE MAJEURE

Force Majeure shall be in accordance with Appendix A, Section 11.C of the DIR Contract, DIR-TSO-2702.

10. ASSIGNMENT

Assignment shall be in accordance with Appendix A, Section 4.D of the DIR Contract, DIR-TSO-2702.

11. SUBCONTRACTING

Suntur may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

12. PAYMENT TERMS

Payment shall be in accordance with Appendix A, Section 8.J of the DIR Contract, DIR-TSO-2702.

13. SHIPPING / DELIVERY

Shipping and handling shall be in accordance with Appendix A, Section 8.D of the DIR Contract, DIR-TSO-2702.

Customer: \_\_\_\_\_

By Authorized Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

Suntur, Inc.

By Authorized Signature: \_\_\_\_\_

Printed Name/Title: Val Robison/Sales Vice President

Address: 6699 South 1300 East Suite 100

City, State, Zip: Salt Lake City, UT 84121

Date: \_\_\_\_\_