NYQUIST SOFTWARE UPDATE SUBSCRIPTIONS

OVERVIEW

This document states the terms and conditions applicable to any software update subscription (collectively, "SUS") that Bogen Communications, Inc. ("Bogen") provides for the Nyquist E7000 Software Platform. This SUS may refer to such product as the "E7000 Platform".

Reference is hereby made to the End-User License Agreement ("EULA") found at: https://www.bogen.com/NyquistEULA, which is hereby incorporated by reference into this document as if fully stated herein. Capitalized terms not otherwise defined in this document shall have the meanings given to them in the EULA.

Bogen provides the SUS and the E7000 Platform subject to the terms and conditions of the EULA. If you do not agree to the EULA, do not purchase any SUS or E7000 Platform. Your purchase, downloading or use of a SUS or E7000 Platform indicates your acceptance of the terms of the EULA.

ELIGIBILITY FOR THE SUS

Each SUS is available only for the software products listed in Schedule A attached to this document ("Covered Products").

Each SUS is only applicable to a Covered Product that is properly licensed and unmodified.

Each SUS is provided on a Covered Product by Covered Product basis, and it is tied to a specific Covered Product serial number. The SUS for one Covered Product may not be applied across multiple Covered Products or transferred to another Covered Product.

BOGEN'S OBLIGATIONS UNDER THE SUS

For all Covered Products then enrolled in a SUS, Bogen will provide all feature releases, maintenance releases, bug fixes, critical updates, and documentation updates for the Covered Product (collectively, "Software Updates") when Bogen makes them generally available to customers who have purchased the SUS.

Bogen delivers all Software Updates by making them available for electronic download from a secure Bogen website. THEREAFTER, CUSTOMERS ARE RESPONSIBLE FOR DOWNLOADING AND INSTALLING SUCH SOFTWARE UPDATES FOR THEIR COVERED PRODUCTS.

TERM OF THE SUS; FEES

For one year after a customer's initial purchase of the E7000 Platform, Bogen will provide the customer with the SUS for each applicable Covered Product free of charge.

Customers may purchase the applicable E7000 SUS for additional one (1), three (3), five (5), or fifteen (15) year terms ("Extended Coverage") which shall begin either (i) at the end of the initial one year period, or (ii) immediately if the applicable Covered Product is not currently covered by the SUS (for example, because the customer previously allowed the SUS for such Covered Product to lapse). Each customer's

option to purchase Extended Coverage is subject to Bogen's acceptance of the customer's order, and the customer's payment of Bogen's then current fee for such Extended Coverage.

Any Extended Coverage must be purchased prior to the expiration of the then current SUS term (whether the initial one (1), three (3), five (5), or fifteen (15) year term [for the E7000 Platform] or the then-current Extended Coverage period). **Failure to purchase Extended Coverage prior to the expiration of the then current SUS term may result in additional lapsed coverage surcharges being applied, in addition to the then current fee for Extended Coverage.**

Unless otherwise set forth below, all fees for any SUS are nonrefundable.

TERMINATION

Notwithstanding anything herein to the contrary, a SUS will automatically expire upon any termination of the license agreement for the Covered Product, and no refund shall be due as a result except to the extent specified in the EULA.

Either party may terminate a SUS for cause if the other party breaches the EULA or this agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. If so terminated by the customer, the customer will be refunded a prorated portion of the applicable SUS fee previously paid (to account for periods of time for which the SUS will not be provided). If terminated by Bogen, no refund shall be due or owed.

Bogen may terminate the SUS without cause upon ninety (90) days advance written notice to the customer. If the SUS is terminated by Bogen without cause, the customer will be refunded a prorated portion of the applicable SUS fee previously paid (to account for pre-paid periods of time for which the SUS will not be provided).

In the event that the customer has not purchased a SUS for a Covered Product, or if the customer has allowed a Covered Product's SUS to lapse, then Bogen will provide support pursuant to Bogen's then current policy for products not covered by a SUS.

DISCLAIMERS

ALL ITEMS PROVIDED BY BOGEN IN CONNECTION WITH EACH SUS CONSTITUTE "UPDATES, SUPPLEMENTS OR ENHANCEMENTS" TO THE APPLICABLE PLATFORM UNDER THE EULA. ALL SOFTWARE AND SERVICES PROVIDED IN CONNECTION WITH A SUS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY DOCUMENT PROVIDED BY CUSTOMER OR ON ITS BEHALF ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN BY BOGEN.

SCHEDULE A: PRODUCTS FOR WHICH THE SUS MAY BE PURCHASED

1. **COVERED PRODUCTS: E7000 Platform**

   1.1. **Nyquist E7000 System Software License (NQ-E7000SWL)**
      1.1.1. One (1) NQ-E7000SWL software license is required to be purchased per Nyquist E7000 system and is offered to the customer as a one-time, non-transferrable, perpetual software license.

   1.2. **Nyquist E7000 Concurrent Call Software License (NQ-E7000CCL)**
      1.2.1. One or more NQ-E7000CCL software licenses are required to be purchased per Nyquist E7000 system based on the site-specific system size and are offered to the customer as one-time, non-transferrable, perpetual software licenses.

   1.3. **Nyquist E7000 Station Software License (NQ-E7000SSL)**
      1.3.1. One or more NQ-E7000SSLL software licenses are required to be purchased per Nyquist E7000 system based on the site-specific system size and are offered to the customer as one-time, non-transferrable, perpetual software licenses.

   1.4. **Nyquist E7000 Text-to-Speech Software License (NQ-E7000TTS)**
      1.4.1. One (1) NQ-E7000TTS software license may be optionally purchased per Nyquist E7000 system based on the site-specific customer needs and is offered to the customer as a one-time, non-transferrable, perpetual software license.

   1.5. **Nyquist E7000 Automatic Failover System Software License (NQ-E7000SWLAF)**
      1.5.1. One (1) NQ-E7000SWLAF license may be optionally purchased per Nyquist E7000 system to enable the Automatic   Failover capability based on the site specific customer needs and is offered to the customer as a one-time, non-transferrable, perpetual software license. The Automatic Failover feature requires customers to purchase a secondary standby System Controller (or customer built server) on which to install this license. An Automatic Failover software license is not required to be purchased for the Nyquist system's primary server.

   1.6. **Nyquist E7000 Routines API System Software License (NQ-E7000API)**
      1.6.1. One (1) NQ-E7000API software license is required to enable the API for 3rd-party access to Routines per Nyquist E7000 system based on the site-specific customer needs and is offered to the customer as a one-time, non-transferrable, perpetual software license.

   1.7. **Nyquist E7000 Sound Masking License (NQ-E7000SML)**
      1.7.1. One (1) NQ-E7000SML license is required to the enable the sound masking function within the Nyquist E7000.