



STANDARD PURCHASE AND LICENSE TERMS

CUSTOMER INFORMATION *[Please complete when signing]:*

[Customer's full legal name]

[Customer's mailing address]

[Customer's company type and identification number or state of incorporation]

The terms and conditions contained herein between Sonus Networks, Inc. (d.b.a Ribbon Communications Operating Company), (hereafter "Ribbon") and Customer (the "Agreement") apply to the purchase and license of Ribbon hardware products ("Hardware Products") and software products ("Software Products"; together, "Products") and related services including hardware maintenance and software support ("Maintenance"), installation, configuration and other professional services ("Professional Services") and training services (together, the "Services"). Ribbon Products and Services are described in Ribbon's quote, standard price list, standard service description and/or a statement of work ("SOW") as provided or made available from Ribbon and in effect at the time of Ribbon's acceptance of Customer's purchase order or other forms submitted to Ribbon ("Orders"). All Orders shall be subject to Ribbon's acceptance,.. This Agreement shall become effective on the date of signature of this Agreement by the last party to sign it (the "Effective Date").

1. DELIVERY, TITLE AND RISK OF LOSS. All shipments are F.O.B. Ribbon facility and Exworks (Incoterms 2010) for international shipments. Unless otherwise requested, Ribbon will select the carrier. Packaging is in accordance with standard industry practices. Customer bears all costs of transportation, shipping, and insurance, as well as all applicable taxes, import license(s), customs charges and paying all duties, and other charges imposed by a governmental authority. Risk of loss and title (except for software) passes to Customer upon delivery to the carrier. Ribbon will use reasonable efforts to ship Products on the scheduled shipment date, but is not liable for failures to meet such date. Ribbon may allocate shipment of Products among purchasers and may make partial shipments. Customer may cancel any shipment without charge with at least thirty (30) days' prior written notice to the scheduled ship date. Any cancellation notice received by Ribbon within thirty (30) days of the scheduled shipment date shall be subject to a cancellation charge of five percent (5%) of the cancelled Product Order amount as a restocking fee. Product Orders may not be cancelled after shipment. Ribbon's reasonable delay or refusal to ship due to export or import issues shall not constitute default.

2. PRICING AND PAYMENT. The prices for Products and Services are set forth in the then current Ribbon price list or as otherwise agreed in writing. Subject to credit approval and except as may otherwise be agreed in writing, Ribbon will invoice Customer for Products upon shipment, for Maintenance (which commences upon product shipment) annually in advance, and for Professional Services upon completion of the service (except for recurring Professional Services for which payment will be due monthly in advance). Customer will pay invoices in US dollars within thirty (30) days of invoice date. Ribbon may withhold shipments and cease providing Maintenance and other Services

until past-due payments for Products or Services are made, and may require subsequent orders to be paid for in advance. Late payments are subject to a charge of the lesser of 1.5% per month or the maximum allowed by law for each month, or partial month, payment is late as well as collection costs, including reasonable collection and attorney's fees. Unless otherwise directed by Ribbon, all such invoices will be payable by wire transfer, to the remittance address set forth in the Ribbon invoice. Prices do not include and Customer shall be responsible for all taxes of any kind due in respect of the transactions contemplated by this Agreement, except taxes on Ribbon's net income.

3. LICENSE GRANT. Subject to Customer's compliance with the terms of this Agreement (including payment of all applicable fees), Ribbon grants Customer a nonexclusive, nontransferable and perpetual (except for Software licensed on a subscription or limited term basis per the applicable Product or Service description) license to use the Software Products object code solely for its internal business purposes. Software may only be used with the specific Hardware Product device, with which it is was first purchased, (excluding Software only Products and network-wide license (NWL) Software Products per the applicable Software Product description). Customer may not permit use of the Software Products by another party (including but not limited to network, remote computing services or timesharing use) without the prior written consent of Ribbon; provided, however, that Customer may use the Software Products to provide voice, fax, data, video and other communications management services to those clients of Customer that obtain such services from Customer under the provisions of a separate communications services Agreement as part of Customer's business. Ribbon (and its licensors) retain all



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rights, title and interest, including all intellectual property rights, in the Software Products. Customer may reproduce one copy of the Software Products solely for back-up purposes. Customer may not copy, translate, modify or adapt the Software Products or incorporate them, in whole or any part, in any other product, create derivative works based on the Products, or license others to reproduce any copies of the software Products, and may not decompile, disassemble or reverse engineer the Products, or any component thereof. Customer will ensure that all proprietary notices affixed to or displayed on the Products will not be removed or modified. Upon expiration of a limited term license, Customer will immediately cease use of the Software Products and related documentation and return all copies to Ribbon. For any and all deliverables provided by Ribbon in performance of a Service under this Agreement, Ribbon grants Customer a non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use. Software updates and upgrades as provided under this Agreement may change the performance characteristics of the Ribbon systems due to the incremental software. Customer is responsible for updating and expanding its systems as may be required to accommodate the incremental software including the purchase of any hardware upgrades as may be required to run the new or updated Software. For any and all third-party software provided by Ribbon under this Agreement ("Third Party Software"), the applicable Third Party Software license terms shall solely apply and govern such software. The Third Party Software license terms under Attachment B are hereby incorporated.

4. LIMITED WARRANTY. Ribbon warrants that (a) Hardware Products will be free from material defects in material and workmanship and will conform substantially to Ribbon's published user documentation as of the date of Product shipment; (b) Software Products will conform substantially to Ribbon's published user documentation as of the date of Product shipment and (c) media containing Software Products will be free from material defects, in each case for a warranty period as follows from the date of shipment: for Hardware Products, twelve (12) months; for Software Products, ninety (90) days; and for media, thirty (30) days. Provided Customer gives notice to Ribbon of an alleged defect during the applicable warranty period and within thirty (30) days of its discovery, Ribbon's Technical Assistance Center will notify Customer whether Ribbon elects to replace the allegedly defective goods or to use commercially reasonable efforts to repair, correct or work around the problem by telephone support.

Ribbon will have no obligation hereunder if its tests disclose that the alleged defect is due to causes not within Ribbon's control, including alteration or abuse of the Hardware and/or Software Product. This limited warranty is void if failure of the Hardware and/or Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Hardware and/or Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Ribbon will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with Ribbon's warranty remedy procedures. Neither these remedies nor any product support

services offered by Ribbon are available without proof of purchase upon request. Software Products are not warranted to be error free. Ribbon's sole liability, and Customer's sole and exclusive remedy, for Product defects, is limited to the express remedies set forth herein. Ribbon warrants that for Services, it will perform the Services using generally recognized commercial practices and standards. Ribbon warrants that the Service will substantially conform to the applicable service description. Ribbon will remedy non-conforming Service provided Customer notifies Ribbon of any non-conformance within thirty (30) days after the performance of the non-conforming Service. If in Ribbon's opinion, Ribbon is unable to otherwise remedy the non-conforming Service, Ribbon will refund the applicable portion of the purchase price for that portion of the Service which was non-conforming. For Deliverables related to the Services, Ribbon warrants for a period of thirty (30) days from the delivery of the Deliverable to Customer that the Deliverable will substantially conform to the applicable description under the applicable service description or SOW. In the event the Deliverable fails to substantially conform to such description, then Ribbon, may at its option, repair or replace the non-conforming Deliverable or refund to Customer the amount paid for the non-conforming Deliverable. "Deliverable" means the specified deliverable related to a Service as set forth under the applicable service description or SOW. Ribbon's sole liability and Customer's sole and exclusive remedy, for any and all warranty claims, is limited to the express remedies set forth herein. RIBBON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT. ALL OTHER WARRANTIES AS TO THE QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. Third party products and services purchased from Ribbon shall be solely and exclusively covered by the applicable third party warranty.

5. CONSEQUENTIAL DAMAGE WAIVER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE OF PRODUCTS, OR DOWNTIME), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, ARISING FROM THE SALE AND DELIVERY OF PRODUCTS OR SERVICES OR ANY OTHER ACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED UNDER SECTION 7, RIBBON'S MAXIMUM LIABILITY FOR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WILL IN NO EVENT EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT SUBJECT TO THE CLAIM OR THE PRICE PAID FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INITIAL EVENT GIVING RISE TO THE CLAIM. THE FOREGOING



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LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY EXCLUSIVE REMEDIES.

7. INTELLECTUAL PROPERTY INDEMNITY. Ribbon will defend and settle any claim against Customer alleging that the Ribbon Branded Products directly infringe any United States patent, copyright, trade secret or trademark of a third party. Ribbon Branded means Products bearing a trademark or service mark of Ribbon. Ribbon's indemnification obligation is subject to Customer's compliance with the following procedures: (a) Customer will notify Ribbon within ten (10) days in writing of any claim or the commencement of any suit, action, proceeding or threat that Customer believes may result in losses for which it will be entitled to indemnification; (b) Customer will immediately upon such written notice tender to Ribbon (and its insurer) full authority to defend or settle any such claim; and (c) Customer shall cooperate in the defense of such claim. Ribbon has no obligation to indemnify Customer in connection with any settlement made without Ribbon's written consent. Ribbon will defend Customer against any such claim brought against Customer in the United States by counsel retained at Ribbon's own expense. Customer may retain its own counsel in connection with any such claim at its own expense. This section 7 shall not apply to any infringement or misappropriation claims arising from (1) designs, specifications or modifications originated or requested by Customer, (2) the combination of any Product with other equipment, software or products not supplied by Ribbon if such infringement or misappropriation would not have occurred but for such combination, (3) Customer's failure to install an update provided at no additional charge (including an update provided as part of a maintenance or service agreement), where same would have avoided such claim, or (4) allegations of infringement made by a non-practicing entity. Customer will indemnify and hold Ribbon harmless from and against claims that are the subject of clauses (1)-(3). If the use or sale of the Products is enjoined, or, in Ribbon's judgment may be enjoined, Ribbon will either: (i) procure for Customer the right to continue to use the Product, or (ii) replace or modify the infringing or misappropriating Product so that it becomes non-infringing with functional equivalent product. If Ribbon determines that the foregoing alternatives cannot be reasonably accomplished, Ribbon shall direct Customer to return the Product to Ribbon and upon receipt of the Product(s), Ribbon shall reimburse Customer for the price originally paid by Customer, less an amount for depreciation determined on a five year straight line depreciation basis. Upon Ribbon's fulfillment of any of the alternatives set out in this Section 7, Ribbon shall be relieved of any further obligation or liability to Customer as a result of any such infringement or misappropriation. THIS SECTION 7 STATES RIBBON'S ENTIRE LIABILITY TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY INFRINGEMENT CLAIMS CONCERNING THE RIBBON BRANDED PRODUCTS.

8. TERM AND TERMINATION. This Agreement shall have an initial term of 12 months from the Effective Date and shall automatically renew for an additional 12-month period unless sooner terminated as set forth herein. Either party may terminate this Agreement, at any time, with ninety (90) days written notice. Either party may terminate this Agreement for

cause in the event of: (i) a breach of material term (including payment), of this Agreement which remains uncured within thirty (30) days from receipt of written notice of such breach by the non-defaulting party, or (ii) Ribbon may immediately terminate this Agreement upon notice if the other party breaches Section 3. Notwithstanding the foregoing, Customer's obligations under Section 3 hereunder shall survive termination of this Agreement until such time as all of Customer's payment obligations under this Agreement are satisfied. Sections 4-14 will survive any termination hereof

9. US GOVERNMENT RESTRICTED RIGHTS NOTICE. Distribution and use of products including computer programs and any related documentation and derivative works thereof, to and by the US Government, are subject to the Restricted Rights provisions of FAR 52.227-19, paragraph (c)(2) as applicable, except for purchases by agencies of the Department of Defense (DOD). If the software is acquired under the terms of a Department of Defense or civilian agency contract, the software is "commercial item" as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) of the DoD, FAR Supplement and its successors. All U.S. Government end users acquire the software with only those rights set forth herein. Manufacturer is Ribbon Networks, Inc., 4 Technology Park Drive, Westford, MA 01886, USA. Unpublished - rights reserved under US copyright laws.

10. PUBLICITY. Neither party will publicize nor disclose to any third party either the existence or terms of this Agreement without the consent of the other party, except as may be necessary to comply with the law or with other obligations in this Agreement. Notwithstanding the foregoing, Ribbon shall be permitted to issue a press release, in form reasonably satisfactory to Customer announcing this Agreement. Customer shall not unreasonably withhold or delay approval of such press release. Customer agrees to participate in a case study and, upon Ribbon's reasonable request and Customer's agreement, be available for selected Ribbon prospects to speak with Customer about Customer's experience with Ribbon products and services

11. PRODUCT ROADMAP. From time to time during the term of this Agreement, Ribbon may disclose to Customer information related to future products, features or enhancements in order to support and obtain feedback for the Customer's vision and strategy for development efforts and plans ("Product Roadmap"). Ribbon's development efforts and plans are subject to change at any time, without notice. Ribbon provides no assurances that Ribbon will introduce future products, features or enhancements described in a presentation containing Product Roadmap information, and Ribbon assumes no responsibility to introduce such products, features or enhancements. Customer further acknowledges: (i) current purchasing decisions are not made based on the reliance on the timeframes or specifics outlined in the Product Roadmap information; and (ii) If Ribbon delays or



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never introduces future products, features or enhancements, Customer's current purchasing decisions would not be affected

12. EXPORT. Customer agrees to comply with all U.S. export laws and regulations including without limitation the U.S. Bureau of Industry and Security's ("BIS") Export Administration Regulations ("EAR") and any other U.S. agency regulations which restrict export, re-exports and release of Ribbon Products, their related technical data and the direct products of such technical data. Customer will not, directly or indirectly, export or re-export to entities on the most current U.S. export exclusion lists, to any country subject to U.S. embargo or terrorist controls, and will not use or provide Products, Services, or technical data for nuclear, missile, or chemical biological weaponry end uses as specified in the U.S. export laws and regulations

13.AUDIT. Ribbon reserves the right to audit Customer's use of the Software Products no more than once annually at Ribbon's expense. Ribbon shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. If such audit reveals that Customer has underpaid fees to Ribbon, Customer shall promptly pay to Ribbon such fees at the prices previously agreed to for such Software Products.

14. GENERAL. This Agreement (and any applicable Third Party Software shrink wrap licenses) contains the entire agreement of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior and contemporaneous Agreements, representations and understandings, whether written or oral. No boilerplate terms under a Customer purchase order, acknowledgment form, or other ordering document shall vary the terms and conditions on this Agreement. It is the express intent of the parties that this Agreement and each purchase order submitted hereunder constitute one transaction

that shall be governed by the terms hereof. In the event of any conflict between the terms and conditions of this Agreement and those of any statement of work hereunder as expressly agreed by the parties in writing, the terms and conditions of the statement of work shall prevail. No modification or waiver of any provision hereof is effective unless in writing and signed by each party. No failure or delay by either party in exercising any right or remedy hereunder will operate as a waiver of same. This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other party. Neither party may assign or transfer its rights hereunder without the other party's prior written consent, provided that Ribbon may assign this Agreement in connection with a merger or consolidation or the sale of all or substantially all of its assets or stock. All notices, requests, demands, or other communications hereunder shall be in writing, in English, and sent by facsimile transmission, recognized overnight delivery service that provides evidence of receipt or registered or certified mail, postage prepaid, to the other party at its address as set forth herein or any other address as such party may provide to the sending party in writing.. Changes to an Order may also be transmitted via e-mail to Order Management. This Agreement and the rights and obligations of the parties will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application hereunder. The failure of either party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term. Neither party is responsible for any delays or failure in performance (except for payment of money) due to any cause beyond the party's reasonable control.

Agreed and Accepted:

Sonus Networks, Inc.
(d.b.a. Ribbon Communications Operating Company)

Signature _____

Name _____

Title _____

Date _____

Customer: _____

Signature _____

Name _____

Title _____

Date _____



ATTACHMENT A

The Ribbon Products include certain components licensed from Oracle Corporation. With respect to these third party components, the following additional terms apply:

Oracle Corporation Oracle Server, Standard Edition: Oracle Standard Edition is an embedded part of the Ribbon product line. The programs included herein are subject to a restricted use license and can only be used in conjunction with this application. You are not entitled to use Enterprise Edition features or optional software. You are not allowed to navigate or modify the underlying database schema unless explicitly authorized in writing by Ribbon. This software can only be installed on a microsystems server that has capacity for 4 CPUs or less regardless of the number of CPUs installed. Software for a large capacity server may be obtained by contacting Ribbon.

The customer agrees that: (1) use of the programs is limited to the legal entity that executed this agreement; (2) use of the programs is restricted to the scope of the application package and to the internal business operations of the customer; (3) it is responsible for its agents', contractors', outsourcers', customers' and suppliers' use of the application package and compliance with this agreement; (4) Oracle or its licensor(s) retains all ownership and intellectual property rights to the programs; (5) it may not (a) transfer the programs except for temporary transfer in the event of computer malfunction; (b) assign, give or transfer the programs and/or any services ordered or any interest in them to another individual or entity (and if the customer grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services); (c) use the programs for rental, timesharing, subscription service, hosting or outsourcing; (d) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; and/or (e) make the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted by Ribbon for the specific program license); (6) title to the programs does not pass to the customer or to any other party; (7) it may not reverse engineer (unless required by law for interoperability), disassemble or decompile the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the programs), and it may not duplicate the programs except for a sufficient number of copies of each program for the customer's licensed use and a single backup or archival copy; (8) to the extent permitted by applicable law, Oracle will not be liable for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss profits, revenue, data or data use, arising from the use of the programs; (9) at the termination of the agreement, the customer must discontinue use and destroy or return to Ribbon all copies of the programs and documentation; (10) it may not publish any results of benchmark tests run on the programs; (11) it will comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (12) the programs are subject to a restricted license and can only be used in conjunction with the application package and that the customer is not permitted to modify the programs; (13) Oracle is not required to perform any obligations or incur any liability not previously agreed to between Ribbon and Oracle; (14) at its sole cost, it will permit Ribbon to audit its use of the programs, provide Ribbon with reasonable assistance and access to information in the course of such audit and permit Ribbon to report such audit results to Oracle or to assign Ribbon' right to audit the customer's use of the programs to Oracle; (15) it shall designate Oracle as a third party beneficiary of this agreement; (16) it shall exclude the application of the Uniform Computer Information Transaction Act; (17) some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this agreement; and (18) third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by Ribbon and that such third party technology is licensed to the customer only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by Ribbon and not under the terms of this agreement. 9. Export Regulations. Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export or import Software. 10. U.S. Government Restricted Rights. If Customer is acquiring Software including accompanying documentation on behalf of the U.S. Government, it shall be subject to "Restricted Rights", as that term is defined in the Federal Acquisition Regulation ("FARs") in paragraph 52.227-19(c)(2), or its equivalent paragraph in the DOD Supplement to the FARs or successor provisions. Contractor/Manufacturer is: Sun Microsystems Computer Company, 2550 Garcia Ave., Mountain View, CA 94043-1100. 11. Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California, U.S.A., excluding its choice of law provisions. 12. Integration. This Agreement is the entire agreement between Customer and Sun relating to Software and; (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communication between the parties during the term of this Agreement. No modification to this Agreement will be binding, unless in writing and signed by a duly authorized representative of each party.