THIS IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND ASCEND COMMUNICATIONS, INC. PLEASE READ THE AGREEMENT CAREFULLY PRIOR TO INDICATING YOUR ACCEPTANCE OF ITS TERMS AT THE END OF THIS TEXT BY CLICKING ON THE ACCEPTANCE BUTTON BELOW, YOU INDICATE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE " I DO NOT ACCEPT" BUTTON.

1. Support Services. Ascend offers support and maintenance services for its equipment ("Services") to its customers details of which, including response times ("Response Times") and local Availability, are set forth in Ascend's then-current applicable data sheets ("Services Data Sheets") which are attached hereto as Exhibit A. Customer may purchase Services by placing orders under this Agreement which are accepted in writing by Ascend. Ascend will provide the Services through the applicable service provider sites and in the service areas designated in the Price List or other then-current Ascend document. Services may be furnished by Ascend or Ascend's authorized subcontractor.

2. Orders. Customer agrees that each order placed with Ascend for Services is placed under the terms of this Agreement and will include the following information: Customer name; address; contact name and phone number; Services selected; start date for Services; product type, quantity and location for each product for which Services will be obtained; and price as set forth in the Price List or other written quotation by Ascend. No order will be effective until accepted by Ascend's written acknowledgment ("Order Acknowledgment"). The terms and conditions of this Agreement shall govern all orders regardless of any varying or additional terms or conditions in Customer's order, which are hereby expressly rejected and superseded. Ascend reserves the right to decline to accept orders for or provide Services on products at Customer locations where the cost of implementation of such Services is deemed by Ascend in its sole discretion to be cost prohibitive. Services at such Customer locations by Ascend will be contingent upon the successful negotiation, on a case by case basis, of a mutually acceptable Services compensation arrangement.

3. Prices and Payment. The prices for Services ordered will be those listed in the current price list or in the Order Acknowledgment. Ascend will provide at least sixty (60) days notice prior to any price increase. Additional charges for special maintenance services may apply. All prices are exclusive of any tax, fee, duty or governmental charge, however designated, levied or based on any products or Services under this Agreement, which Customer agrees to pay (other than those based on Ascend's net income), or for which Customer will provide to Ascend a certificate of exemption acceptable to the appropriate taxing authority. Subject to credit approval by Ascend, payment will be due thirty (30) days from the date of Ascend's invoice. Ascend may change credit terms at any time upon notice to Customer. Ascend will bill for Services annually.

Ascend will prorate charges for Services, if applicable, in accordance with its then-current standard proration policies. Ascend reserves the right to impose a late payment charge of one and one-half percent (1 1/2%) per month, or the maximum allowed by law, for each month that any payment is late, including the month in which payment is due and not paid. Customer shall also pay Ascend's costs of collecting any amounts that are overdue including, but not limited to, reasonable collection and attorney's fees.

4. Eligible Products. Each order for Services by Customer will constitute a certification by Customer that all products referenced in or applicable to such order are in good operating condition at current specified revision levels as of the date of such order ("Functional Products"). Ascend may charge its then-current standard per-incident Service rates to repair any products which Ascend reasonably determines are not Functional Products for which Customer orders Services. As applicable, Customer shall allow remote access to the Functional Products, to enable Ascend to perform remote diagnosis and shall permit Ascend authorized service representatives full, free and safe on-site access to the Functional Products. Customer acknowledges that delays caused by inaccessibility to the Functional Products may result in delays to Ascend's response times set forth in the Service Data Sheets. Customer also acknowledges that the terms and conditions set forth in Section 6 shall not apply if delays are caused due to customer's failure to allow Ascend full access either remote or on-site to functional product. If on-site Services are required, Customer shall provide a secure storage space, designated work area and access to a telephone, a backup copy of current software and data, and the reasonable use of necessary equipment, attachments, features and communications facilities, as may be required to troubleshoot and maintain the Functional Products.

5. Exclusions. Services do not cover any damage or failure caused by any cause beyond Ascend's reasonable control, including without limitation, acts of God, fire, flooding, earthquake, lightning, failure of electric power or air conditioning, neglect, misuse, improper operation, war, government regulations, supply shortages, riots, sabotage, terrorism, unauthorized modifications or repair, strikes, labor disputes or any product failure that Ascend determines is not a result of failure in the Services provided by Ascend. Further Services excluded from this Agreement include: services required due to errors or omissions in customer purchase orders; installation or maintenance of wiring, circuits, electrical conduits or devices external to the products; replacement or reconditioning of products which, in Ascend's opinion cannot be reliably maintained or properly serviced due to excessive wear or deterioration; Customer's failure to maintain the installation site in accordance with the environmental specifications of the products; or service on products removed from the location originally specified by Customer and/or reinstalled without the prior written approval of Ascend. Customer will pay Ascend's then current published charges to restore such Covered Products to a condition eligible for further service under this Agreement. Ascend shall be excused from and shall not be liable for any failure or delay in performance under this Agreement due to the foregoing or any causes beyond its reasonable control.

6. Failure to Perform Services. Ascend is committed to providing Services in the manner and timeliness specified in the Services Data Sheets. Should Ascend fail to meet the service level goal specified in Section 2.3 of Exhibit A, Ascend will provide a non-refundable credit applicable to future orders for Services in the amount of the lesser of (i) $500 or (ii) one-twelfth (1/12) of Customer's then-annual fees for Services for Products affected by Ascend's failure to perform Services; provided that Customer provides Ascend with prompt written notice detailing such failure and Ascend reasonably confirms such failure. Section 6 shall not apply where remote and/or full on site access to the functional product is denied or delayed by customer.

7. Term and Termination. The initial term of this Agreement shall be twelve (12) months commencing on the Effective Date. Thereafter, this Agreement will automatically renew for successive additional twelve (12) month terms, unless one party provides the other party with written notification of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Either party may terminate this Agreement if the other party fails to cure a material breach of this Agreement within thirty (30) days after receipt of written notice of such breach from the party not in default.

8. Limited Warranty. Ascend warrants that all Services will be performed in a professional and workmanlike manner. Ascend further warrants that replacement parts provided and installed by or for Ascend as part of the Services will be free from material defects in materials and workmanship for a period of thirty (30) days after delivery thereof or until the next anniversary of the Effective Date, whichever is longer. Ascend will, at its option, either repair or replace such defective parts and reinstall such repaired or replaced parts, provided that Customer promptly notifies Ascend of any such defect.

The foregoing is Customer's sole and exclusive remedy for breach of this warranty. All replaced parts will become the property of Ascend. EXCEPT AS SET FORTH IN THIS SECTION 8 ("LIMITED WARRANTY"), ASCEND MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED

This warranty provides specific legal rights, other rights may be granted to Customer depending on jurisdiction.

9. Limitation of Liability. Ascend's aggregate liability under any and all claims arising out of this Agreement shall in no event exceed the fees paid by Customer to Ascend during the twelve (12) month period preceding the date of the initial event resulting in the first of such claims. IN NO EVENT WILL ASCEND BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

10. Request for Service. All requests for service will be initiated when an authorized Customer representative contacts Ascend's support staff at the telephone number or address provided in the applicable in the Product Documentation , or electronically via Ascend's web site, and provides the following information: Customer name and address, name and telephone number of technical contact, contract number, product type and serial number, and brief description of the problem.

11. Miscellaneous.

A. Assignment. Neither party may assign this Agreement or any portion thereof without the prior written consent of the other, except in the event of a merger, sale of all or substantially all of the assets or other corporate reorganization.

B. Governing Law. This Agreement shall be governed by the laws of the State of California without application of the principles of conflicts of laws. All legal proceedings or other actions brought in connection with this Agreement shall be brought in the courts of Alameda County, California.

C. Notice. Any notices required to be given under this Agreement shall be in writing and may be sent by confirmed facsimile transmission, personal delivery or certified mail to the address of the other party set forth above, or to such other address as may be substituted by written notice. All such notices shall be effective when received and if sent to Ascend shall be addressed "Attention: Contract Administrator" with a copy to " General Counsel" .

D. Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement will not affect in any way the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

E. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

F. Survival. Sections 3 ("Prices and Payment"), 5 ("Exclusions"), 8 ("Limited Warranty"), 9 ("Limitation of Liability") and 11 ("Miscellaneous") shall survive any termination of this Agreement and continue in full force and effect thereafter.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter of this Agreement. This Agreement may be only be modified in writing and executed by both parties.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.