

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Aspect Software Parent, Inc., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 16-10597 (____)
)
) (Joint Administration Requested)
)

**DECLARATION OF STEWART M. BLOOM IN SUPPORT OF
CHAPTER 11 PETITIONS AND FIRST DAY MOTIONS**

I, Stewart M. Bloom, hereby declare under penalty of perjury:

1. I am the Chairman and Chief Executive Officer of Aspect Software Parent, Inc., a corporation organized under the laws of Delaware and one of the above-captioned debtors and debtors in possession (collectively, the “Debtors” or “Aspect”).

Introduction

2. Aspect is a global provider of fully-integrated software and technology solutions that unify the three important facets of modern consumer engagement strategies: customer interaction management (i.e., how an organization interacts with its customers), workforce optimization (i.e., how an organization manages its employees and internal workflow), and self-service (i.e., how an organization maximizes the efficiency of its customer service efforts by offering their customers the ability to resolve their concerns through automated responses, freeing up live agents to assess more complex problems). Through a full suite of on-site

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Aspect Software Parent, Inc. (3231); Aspect Software, Inc. (4368); VoiceObjects Holdings Inc. (0138); Voxeo Plaza Ten, LLC (7028); and Davox International Holdings, LLC (1081). The location of parent Debtor Aspect Software Parent, Inc.’s corporate headquarters and the Debtors’ service address is: 2325 E. Camelback Road, Suite 700, Phoenix, Arizona, 85016.

premises, cloud, and hybrid deployment options (described below), Aspect services the mission-critical contact center needs of some of the world's largest enterprise organizations (collectively, the "Contact Centers")—ultimately allowing such organizations to seamlessly align their people, processes, and touch points and deliver a top-tier experience to their customers. Through a host of communication platforms including phone, chat, email, instant message ("IM"), short message service ("SMS") and social channels, Aspect equips businesses with the tools and technologies necessary to design customer experiences that engage and serve today's demanding consumers. Aspect's integrated approach to Contact Center solutions has allowed Aspect to capture a significant market share, including some of the largest (and global) commercial banks, telecom providers, airline carriers, and healthcare providers.

3. Like most technology and communication companies worldwide, Aspect has consistently strived to stay competitive with its peers by developing new product lines and business initiatives, all of which require significant research and development investments as well as capital expenditures. At the same time, Aspect has had to mitigate the effects of competition, technological change, and the delayed realization of profits from these new product lines. The state of transformation in Aspect's primary product lines (as discussed below) and the need for capital that is required to be on the cutting-edge of software solutions has been especially challenging given Aspect's highly-leveraged capital structure, which includes (a) annual cash interest payments of approximately \$34 million on (i) approximately \$475 million of first lien secured debt and (ii) approximately \$320 million of second lien secured debt and (b) current/impending maturities of its first lien secured debt (the revolver matured on March 8, 2016 and the term loans mature on May 7, 2016).

4. Despite its healthy operations, Aspect had a twofold realization: a refinancing of the first lien secured obligations did not seem feasible and the magnitude of its cash interest payment obligations was unsustainable. This led to the commencement of a formal process beginning in May 2015 to address Aspect's capital structure. This comprehensive process included months of proactive outreach with a large number of third party and strategic investors and competitors regarding a potential sale of the Company. When the sale process failed to produce an actionable proposal, Aspect began to engage with its secured creditors in the fall of 2015.

5. Aspect's discussions with its secured creditors resulted in Aspect exploring a multitude of potential restructuring options, including a restart of the sale process. At one point, Aspect was simultaneously pursuing three different strategic or financial investment sponsorships and a stand-alone restructuring among its secured lenders. Ultimately, following nearly a year of evaluating and negotiating restructuring alternatives Aspect has reached an agreement on a restructuring transaction (as discussed below) that addresses its capital structure challenges by eliminating approximately \$320 million of second lien debt, and equitizing \$60 million of first lien claims, and providing Aspect with access to \$60 million through a rights offering. The transaction is supported by 33.3% of holders of First Lien Revolver Claims, 94% of First Lien Term Loan Claims, and 42% of holders of Second Lien Note Claims, all of whom have executed a plan support agreement with Aspect (a copy of which is attached as **Exhibit B**) (the "**PSA**").² Attached to the PSA is a detailed term sheet outlining the major terms of the restructuring and contemplates a completion of the restructuring within 105 days (the "**Term Sheet**"). Importantly, the Term Sheet also details the key terms regarding a debtor-in-possession

² Additionally, certain financial and other information provided by the Company to its lenders and their advisors is attached as **Exhibit C**.

financing facility in the amount of \$30 million being provided by certain holders of First Lien Claims.³

6. Among other things, the Term Sheet generally contemplates that:⁴ (a) holders of \$60 million of first lien claims (held by (i) the Backstop Parties⁵ and (ii) potentially certain holders of first lien revolver claims) will equitize such \$60 million of first lien claims and receive 100% of the equity in reorganized Aspect (subject to dilution on account of the new money investment offered to the holders of second lien notes claims, among other things), (b) holders of first lien revolver claims that are not equitized as part of the aforementioned \$60 million and who agree to participate on a dollar-for-dollar basis in the new first lien revolver will have their prepetition first lien revolver claims paid in full in cash, (c) all other first lien claims will receive their *pro rata* share of (i) an amended and restated senior secured first lien term loan in the principal amount of \$386 million, (ii) cash in an amount equal to the amount of first lien revolving claims that are being equitized, and (iii) cash in an amount equal to the amount of first lien revolver claims for which the holders thereof do not agree to participate in the new first lien revolver, (d) holders of second lien note claims will receive the right to participate in a \$60 million new money investment for new HoldCo PIK securities that will convert into 25% of the equity in reorganized Aspect in certain circumstances (subject to certain dilution), which new

³ Contemporaneously with this First Day Declaration, the Debtors filed the *Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Secured Financing Pursuant to 11 U.S.C. §§ 105, 362, 363, and 364, (II) Authorizing Postpetition Use of Cash Collateral, (III) Granting Adequate Protection to Prepetition Secured parties, (IV) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001(b), and (V) Granting Related Relief.*

⁴ Any summary of any terms of the Term Sheet contained herein is qualified in its entirety by reference to the provisions of the Term Sheet.

⁵ “Backstop Parties” means certain funds or accounts managed, advised, or sub-advised by GSO Capital Partners LP, certain funds and accounts managed and advised by MidOcean Credit Fund Management, LP, and certain funds or accounts managed, advised, or sub-advised by Guggenheim Partners Investment Management, LLC or its affiliates.

money investment will be backstopped by the Backstop Parties and potentially certain holders of first lien revolver claims, (e) holders of general unsecured claims will be paid in full in cash, and (f) holders of existing equity in Aspect will not receive any recovery.

7. The PSA represents the culmination of a year's worth of planning, discussions, and negotiations that were focused on effectuating a comprehensive restructuring transaction that maximizes enterprise value and puts Aspect on a path to thriving in its business of offering integrated and superior technology and software solutions to Contact Centers worldwide. And in determining to enter into the PSA and Term Sheet, Aspect has left no stone unturned and no path unfollowed. As described herein, Aspect aggressively pursued every realistic in-court and out-of-court restructuring solution that it and its advisors could envision, including, among others, (a) a potential sale of its material assets (through not one but three separate marketing processes to accommodate fluctuating financial performance metrics and Aspect enterprise valuations), (b) a debt-to-equity conversion with the reorganized equity being held by, in various instances, Aspect's current equity holders, holders of First Lien Term Loan Claims, and holders of Second Lien Note Claims, (c) a hybrid transaction between holders of First Lien Term Loan Claims and third-party strategic or competitive investors, and (d) a standalone transaction supported by, in various instances, only holders of First Lien Term Loan Claims and, in other instances, only holders of Second Lien Note Claims. In each case, Aspect prioritized four goals above others: (a) maximizing the likelihood of an expeditious exit from chapter 11, (b) maximizing the value of the Debtors' estates, (c) developing consensus wherever possible, and (d) ensuring that Aspect retained the flexibility to explore alternative restructuring proposals received from other interested parties, as required by a fiduciary of the estate. The Term Sheet and the PSA elegantly

achieve these goals and leaves open the possibility of consummating a higher or better alternative, to the extent one emerges during the course of these chapter 11 cases.

8. To minimize the adverse effects on their businesses of these chapter 11 cases, the Debtors have filed motions and pleadings seeking various types of “first day” relief (collectively, the “First Day Motions”). The First Day Motions seek relief to allow the Debtors to meet necessary obligations and fulfill their duties as debtors in possession. I am familiar with the contents of each First Day Motion and believe that the relief sought in each First Day Motion is necessary to enable the Debtors to operate in chapter 11 with minimal disruption or loss of productivity and value, constitutes a critical element in achieving a successful reorganization of the Debtors, and best serves the Debtors’ estates and creditors’ interests. The facts set forth in each First Day Motion are incorporated herein by reference.

9. I am generally familiar with Aspect’s day-to-day operations, business and financial affairs, and books and records and have served as the Chairman and Chief Executive Officer for Aspect Software Parent, Inc. since August 2012. Except as otherwise indicated herein, all facts set forth in this declaration are based upon my personal knowledge of Aspect’s employees and operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Aspect’s management and its advisors, or my opinion based on my experience, knowledge, and information concerning Aspect’s operations and financial condition. I am authorized to submit this declaration (this “Declaration”) on behalf of the Debtors, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

10. **Part I** of this Declaration describes Aspect's business and prepetition corporate and capital structure.⁶ **Part II** of this Declaration provides an overview of the Aspect's prepetition restructuring efforts and the negotiations that ultimately yielded the largely consensual restructuring term sheet (as defined and described herein, the "**Term Sheet**") and Plan Support Agreement (as defined and described herein, the "**PSA**") at the heart of Aspect's restructuring. **Part III** of this Declaration, together with **Exhibit A**, summarizes the relief requested in, and the legal and factual basis supporting, the First Day Motions (defined below).

I. ASPECT'S BUSINESS

11. Headquartered in Phoenix, Arizona, with 38 offices located in 19 countries, Aspect serves as a global provider of software systems and equipment for Contact Centers that service the needs of customers across various industries (collectively, the "**Enterprise Customers**"). Aspect generates revenue by (a) selling and licensing its software and hardware products both on-site and as Software-as-a-Service ("**SaaS**") (i.e., a method of software delivery whereby data can be accessed remotely from any device with an Internet connection and web browser), (b) selling maintenance contracts and services to support its products, and (c) providing Professional Services (as defined herein) that help organizations identify and implement the appropriate solutions for their Contact Centers, as well as configure and integrate such solutions into each organization's existing infrastructure.

12. Specifically, as a premiere example of vertical integration in the Contact Center market, Aspect's operations integrate three separate business focus areas: ***Customer interaction management*** (i.e., helping Contact Centers to develop solutions for managing the concerns and

⁶ Many of the financial figures presented in this declaration are unaudited and potentially subject to change, but reflect Aspect's most recent review of its businesses. Aspect reserves all rights to revise and supplement the figures presented herein.

problems raised by their unique Enterprise Customer base and/or to proactively communicate with their Enterprise Customers in real time), *workforce optimization* (i.e., increasing the efficiency of Contact Centers, labor capacity planning, service level adherence and compliance, and performance analytics), and *self service* (i.e., providing tools and channels to the Enterprise Customers to allow them to resolve their concerns or to easily engage with a Contact Center agent through their channel-of-choice and device of choice), in each case ultimately ensuring that Enterprise Customers enjoy a seamless and responsive customer experience, and building brand loyalty.

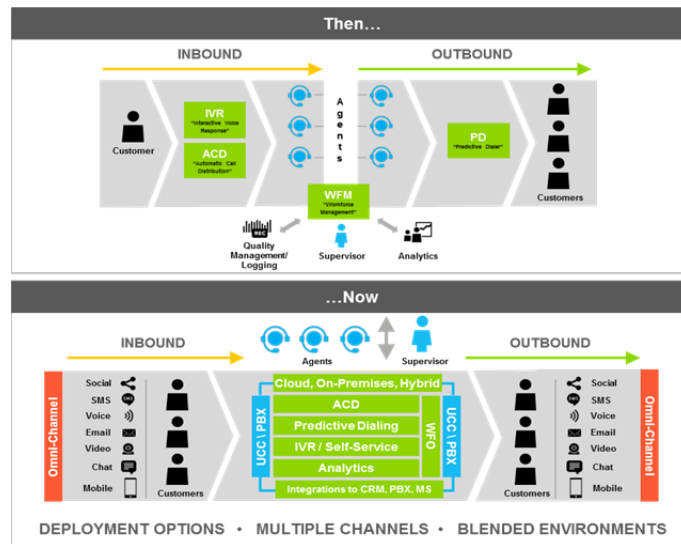
13. These Contact Center solutions are implemented on a variety of platforms that are made possible by Aspect's robust intellectual property portfolio, including: (a) *cloud computing* (i.e., a form of Internet-based computing where shared resources, data, and information are provided to users on-demand); (b) *hosted products* (i.e., software that is installed, hosted, and accessed from a remote server), and (c) *hybrid combinations* of cloud computing and hosted product solutions.

A. Overview of Contact Center Technology.

14. Contact Center technology addresses a diverse set of business processes that support modern Contact Centers with respect to both proactive outbound communications as well as automated inbound call handling. These processes identify methods to ensure a premiere Enterprise Customer experience—i.e., the best way to connect a consumer with a specialist, in the right geographic location, at the right time, with the best skill set, and in full compliance with regulatory controls governing consumer privacy and protection. The most critical software elements powering Contact Center interactions include:

- multimedia contact routing and prioritization engines (inbound);
- interactive voice response and voice portals for self-service;

- predictive / outbound dialing capability for proactive contact;
- tools for integration with Customer Relationship Management software;
- Contact Center workforce management and optimization tools; and
- integrated consumer interactions across all channels (omni-channel customer interactions).



15. As consumer preference has evolved, and as technology has developed allowing companies to interact with their consumers in new ways, Contact Centers have had to evolve from traditional segmented inbound and outbound interactions to multi-channel inbound and outbound interactions:

16. Today's Contact Centers, powered by Aspect's technology, can handle business processes that span inbound communications (i.e., customer service) as well as outbound dialing (e.g., accounts receivable management, tele-sales), on a unified technology platform. Aspect's technology enables these interactions to occur at considerable scale and volume. It is not uncommon for the organizations serviced by Aspect's technology and services to have multiple (and widely distributed) Contact Centers, capable of responding to extraordinarily high call volumes. Aspect's solutions are often considered mission critical. For example, healthcare providers rely on the communications platforms provided by Aspect to respond to life or death situations. Banks use Aspect's solutions to receive, and respond to, the needs of their diversified

customer base in real time. Airlines use Aspect's software solutions to arrange travel for millions of customers daily on various communication platforms.

17. Further, as consumer expectations regarding technological customer service options have advanced, Aspect has worked to enable its Contact Centers to both receive and respond to Enterprise Customer interactions through a host of platforms, including voice calls, through instant messaging, web applications, mobile devices, via texting and social media. In fact, while voice continues to grow as a channel, alternative digital channels are growing faster, indicating a shift in consumer preference, and a complication that requires Contact Centers (and, ultimately, Aspect) to constantly adapt their technology capabilities.

B. Aspect's History.

i. Founding and Early Operations.

18. In 1981, Datavox Communications ("Davox") was founded as one of the first companies to offer a multifaceted approach to Contact Center management, through the first automated call dialer technology and first integrated suite of workforce management solutions. As a leader in outbound contact center technologies, Davox worked to strengthen its unified communications structures for the next decade, ultimately introducing Ensemble, one of the nation's first comprehensive call center solutions. In 2002, Davox merged with another technology leader, CellIT Technologies, and was renamed Concerto Software.

19. Between 2002 and 2005, Concerto Software engaged in a series of mergers and acquisitions with, among others, Melita International, divine inc., and Rockwell FirstPoint Contact. These transactions allowed Concerto Software to significantly expand its patent portfolio in the telephony space, and provided Concerto Software with industry-leading products and services (e.g., predictive dialing, multi-channel customer interaction management tools, and

a suite of back office optimization tools that were being used at the time by thousands of customers worldwide). In 2005, Concerto Software acquired Aspect Communications Corporation, a leading provider of inbound call center software and supporting services. After obtaining various regulatory approvals, the combined entity, renamed Aspect Software, Inc., operated as the world's largest company focused on Contact Center software and services.

ii. Global Growth Initiatives.

20. Between 2006 and 2012, two trends became increasingly prominent. *First*, companies in the software and technology space were focused on enlarging their global footprint as Contact Centers increasingly serviced a global Enterprise Customer base. *Second*, hosted products were yielding declining revenues and EBITDA as Internet-based solutions became increasingly prevalent. As a result, Aspect focused on acquiring key technologies and software applications.

- ***Sophisticom Technologies Acquisition Provides Access to Key Quality Management Software.*** In 2006, Aspect acquired all of the assets of SophistiCom Technologies, allowing it to offer Contact Centers the technology necessary to better address regulatory compliance issues, risk mitigation, and employee development concerns. In short, the Sophisticom Technologies acquisition provided a key piece of Aspect's current workforce optimization solution by offering Contact Centers the ability to synchronize their quality control efforts.
- ***Applied Information Management Acquisition Provides Key Employee Analytics in Real-Time.*** In 2009, Aspect acquired all of the assets of Applied Information Management, a workforce optimization application targeted at measuring and managing employee performance in real-time.
- ***Quilogy Acquisition Sets the Stage for Unified Communications Growth.*** In 2010, Aspect acquired Quilogy, a systems integrator that specialized in adapting existing software onto Microsoft platforms, and which had extensive experience in the healthcare and public sector, two of Aspect's largest markets. Microsoft is one of the leading unified communication platforms and integration with Microsoft platforms is crucial to companies in the technology and contact center sectors.
- ***Eg Solutions Purchase Provides Access to Foreign Markets.*** On February 4, 2013, Aspect acquired a 10% interest in eg solutions plc. ("eg"), a back office optimization software company in the United Kingdom. Concurrently, Aspect entered into a

reseller agreement granting it the right to market and distribute eg's products and services in all territories, with exclusivity rights in all territories other than Europe, Middle East and Africa. These business combinations have provided Aspect with both global recognition and broad customer base reach, as well as innovate platforms to further develop its intellectual property initiatives.

- ***Voxeo Purchase Provides Significant Support to Aspect Software Capabilities.*** On July 25, 2013, Aspect purchased Voxeo Corporation ("Voxeo"), a leading provider of hosted and on-premise interactive voice response solutions. The Voxeo acquisition significantly enhanced Aspect's ability to support cloud, hybrid and premise-based deployments while adding a market-leading, multi-channel self-service capability to its solution portfolio.
- ***Bright Pattern Purchase Enables Zipwire Release.*** On October 4, 2013, Aspect acquired a majority interest in Bright Pattern, a leading provider of next generation cloud-based contact center and customer experience management solutions. Aspect concurrently entered into a reseller agreement which grants Aspect the right to market and distribute Bright Pattern's products and services. The investment in Bright Pattern led to Aspect's release of Zipwire (described below).
- ***LinguaSys Purchase Expands Language Interface Capabilities.*** On August 4, 2015, Aspect acquired certain assets of LinguaSys, a natural language processing software company. This investment enhanced Aspect's solution portfolio by providing real-time multilingual text analytics, automatic translation and fast, cost-effective natural language interfaces.

21. Approximately 76% of Aspect's revenues are generated from the Americas, 17% from Europe and Africa and 7% from Asia Pacific for the year ended December 31, 2015. Aspect also continues to explore strategic investments in emerging markets such as Brazil, Mexico, China, and India, through both organic growth in personnel and partner channel development. Through these efforts, Aspect delivers solutions to more than 2,200 Contact Centers in more than 70 countries, and its products currently support approximately 1.5 million Contact Center agent seats, managing over 100 million Enterprise Customer interactions daily. Indeed, no one Enterprise Customer accounted for more than 5% of Aspect's revenues for the year ended December 31, 2015. This service structure, geographic diversity, and lack of geographic customer concentration not only allows Aspect to mitigate the effects of isolated

regional downturns, but also provides Aspect with a broad range of relationships that can be leveraged to implement new technologies in Contact Centers.

iii. The Shift to the Cloud.

22. Beginning in 2013, under a new management team, Aspect began to address deficiencies in its product line capabilities and delivery model. Starting in 2013, Enterprise Customers were beginning to shift away from hosted technologies towards cloud-based technology solutions as a way to decrease capex spending and reduce the complexity associated with hosting information technology infrastructure. Through acquisitions and organic investments, Aspect has had success with rotating new sales opportunities to cloud-based solutions. As with other software companies who are making the same shift, however, Aspect has incurred downward revenue pressure based on a number of factors, including (a) the fact that the markets in which Aspect operate generally favor long-term subscription revenue streams, and the costs associated with adapting from one technology platform to another is often high, and (b) the fact that cloud revenue is ratably recognized over the period of the subscription contract and as such strong, cloud solution bookings result in deferred revenue backlog. Based on these efforts, by 2016, Aspect's deferred revenue build from cloud-based products was in excess of \$100 million, positioning Aspect as a leading cloud-based Contact Center vendor.

C. Aspect's Operations.

i. Overview of Aspect's Operations.

23. ***Vertical Integration.*** In addition to selling and licensing its software and hardware products (detailed below), Aspect also generates revenue by selling maintenance contracts and service contracts that support its products, and by providing an integrated suite of Professional Services that provide a premiere Enterprise Customer experience.

24. Aspect's flagship contact center product, Unified IP is often sold in concert with its Workforce Management and Optimization products. In fact, it is one of the only suppliers that can provide both solutions on an integrated basis. The Workforce Management products are often purchased by Contact Centers who have standardized their customer solutions on a competing platform, but select Aspect products and platforms as a best-of-breed product platform. The modern versions of Unified IP (7.1, 7.2, and 7.3) have exceeded 1,300 systems worldwide. Both Unified IP and Workforce Management platforms are now delivered on hosted and cloud-based platforms.

25. ***Expansion of Cloud Service Deployments.*** Over 90% of U.S. based companies are using some form of cloud computing system, and over 60% report that cloud components represent 1/3 or more of their overall information technology architecture. As a result, over time, Aspect has increased its internal investments in cloud solution development activities and has had major releases of offerings in the cloud.

26. ***Maximizing Use of Legacy Systems.*** Aspect refers to the legacy line of its business, which is comprised of hardware-based systems from several of its predecessor companies, as its Signature product line. The Signature product line reflects end-of-life hardware products that have been declining through the conversion by Contact Centers to more modern software-based solutions. Nevertheless, this line of business serves two important purposes. ***First***, it provides a profitable, (albeit declining), stream of maintenance revenue. ***Second***, Aspect markets to those customers who still operate Signature systems to upgrade to its modernized Core software and cloud products. Those conversions are profitable transactions, renew the relationship with the existing customer, and often result in a high degree of upsell and cross sell of new products and services.

27. ***Delivering Professional Services to Drive Customer Deployments.*** Aspect's professional services suite includes, among other things, implementation, project planning, strategy and governance planning, application development, custom development or resources to augment its information technology staff (collectively, the "Professional Services"). The Professional Services allow Aspect to assist Contact Centers in implementing and optimizing their unique suite of Aspect's solutions, integrating Aspect's latest technologies onto existing infrastructures, and utilizing tools to improve the performance of their solutions. The Professional Services group is often instrumental in assisting Contact Centers in developing compelling Enterprise Customer engagement strategies and experiences, as well as assisting customers in the attainment of key contact center performance metrics such as reduction of hold times, improved call handle times, cross-sell and upsell effectiveness, collections, and other operating metrics which are monitored for business performance and service level standards.

28. ***Intellectual Property.*** Aspect has over 500 patents, patents pending, and trademarks worldwide that play a critical role in the platform of products Aspect has to offer its Contact Center client base. Aspect's patents cover a broad range of software and operating technologies including, among others, (a) technologies for unifying multiple platforms of communication in a single Contact Center, (b) workforce optimization technologies to profile employee schedules and identify underperforming employees, (c) plug-in frameworks for voice-over-IP technologies, and (d) technologies to seamlessly unite automated and live-agent options. Aspect's patents facilitate generation of revenues and innovation in the industry, and, as a result, Aspect continuously files new applications to protect its research and development investments in new technology and products.

D. Aspect's Key Product Lines.

29. Aspect's products and suite of cloud computing services are in high demand, both in the continental U.S. and abroad. As a result, Aspect has been, and continues to be, laser-focused on ensuring its suite of software and technology options are cutting-edge and adaptive to an increasingly diverse Enterprise Customer base. To that end, Aspect employs over 350 employees in its product development business units to advance new and innovative ideas pursuant to a stringent quality control and "roll-out" process that dictates a product's lifecycle from concept to execution.

30. As a result of its continued focus on product development, Aspect has a diverse array of cloud-computing services. Aspect's primary cloud computing services are categorized into four main product groups, each as described below: (i) Contact Center Products and Applications (Aspect Unified IP, Aspect Zipwire, and others); (ii) Workforce Optimization (Aspect EQ Workforce Management software, including Aspect EQ Workforce Optimization); (iii) Self-Service (Aspect CxP (as defined herein)); and (iv) Signature.

i. Contact Center Products and Applications.

31. *Aspect Unified IP.* Built to scale from 50-agent to several-thousand-agent Contact Centers, Aspect Unified IP—Aspect's flagship contact center platform unites inbound, outbound, interactive voice response and internet contact capabilities, such as email and web chat, while delivering robust queuing, routing, reporting and agent empowerment capabilities in a single solution. Due to traditionally lower integration costs, the Aspect Unified IP platform requires fewer professional services to implement than alternative solutions, and provides customers with a lower total cost of ownership.

32. ***Aspect Zipwire.*** Zipwire is a pure cloud solution that uses a “contact center as a service” distribution model, in which the software application is hosted in Aspect’s cloud infrastructure, and delivered and maintained by Aspect, for a monthly per seat fee. Zipwire allows Aspect to offer Contact Centers the ability to get up and running in hours or days (as opposed to the months of integration required by many traditional software solutions).

33. ***Aspect Customer Experience Platform.*** The Aspect Customer Experience Platform (“CxP”) makes it easy to design, implement and deploy interactive voice response and self-service customer contact applications across multiple communications channels, like voice, text, mobile web, social networks and smartphone applications. CxP, when coupled with other contact center solutions, allow Contact Centers to maximize productivity by freeing up agents to address more complex problems and addressing more minor problems through the interactive voice response and self-service options.

ii. Workforce Optimization Products.

34. Aspect EQ Workforce Management provides a suite of solutions that assist companies in evaluating their staffing needs based on historical data and informed projections. Specifically, the Aspect EQ Workforce Management software provides companies with the ability to accurately and easily forecast staffing requirements through real-time alerts, built in ‘what if’ scenarios, historical pattern and calculations based on forecasting models and tracking of corporate resources tailored to each client’s needs.

35. Each of these capabilities can be further tailored based on specific Contact Center needs. For example, Aspect can adapt a Contact Center’s software application to (a) include greater or fewer “self-service” options (as opposed to live, agent-assisted service), (b) include greater or fewer automated options before reaching a live agent, (c) include greater channels of

communication (e.g., providing real-time efforts via web interfacing, SMS texting, etc.), and (d) a more effective past-due, customer account targeted collections strategy.

iii. Self-Service.

36. Aspect Performance Management software allows customers to identify their key performance indicators (“KPIs”) and develop solutions for improving their customer service programs based on their KPI analysis. Based on particular Contact Center’s KPI analysis, Aspect Performance Management software provides an individualized analysis to inform Contact Center strategy. For example, a Contact Center’s KPI analysis may disclose the quality and quantity of interaction preferred by Enterprise Customers, the ideal agent-customer level and type of contact (e.g., an analysis of automated versus live options), and preferred channel options (e.g., web interface, SMS texting, more self-service options). With these customized analyses, Aspect’s Contact Centers can align their personnel, who are on the front-lines with Enterprise Customers, with Aspect’s operational and strategic goals. In addition, this back-office software captures work from multiple sources and ensures work is allocated to the right individual, team, department and/or location based on resource availability, backlog, and desired service level outcome, thereby implementing improvements in the Enterprise Customer experience in real-time.

E. Aspect’s Managed Services.

37. Through three services, Aspect’s Managed Services provide customers with management and operational assistance for Aspect solutions:

- ***Efficiency Services.*** Aspect provides Contact Centers with management-based tools to minimize staffing costs and technology maintenance costs that arise in connection with the use of Aspect’s solutions.

- **Optimization Services.** Aspect provides Contact Centers with tools to optimize their technology infrastructure to obtain the maximum benefit of their suite of solutions.
- **Hosting Services.** To reduce Contact Centers' capital costs, and as a result of Aspect's ability to capitalize on economies of scale, Aspect "hosts" the technology and/or owns the technology on behalf of its customers which ultimately reduces such customer's capital costs.

II. ASPECT'S ORGANIZATIONAL AND CAPITAL STRUCTURE

A. Organizational Structure.

38. As of the Petition Date, Aspect has approximately 1,065 full-time employees (none of whom are represented by a collective bargaining unit). Debtor Aspect Software, Inc., a Delaware corporation, was formerly known as Concerto Software, Inc. and changed its name to Aspect Software, Inc. in May of 2007. Aspect Software Group Holdings Ltd., a Cayman Islands company, is Aspect's sole shareholder and is not a Debtor in these chapter 11 cases. A corporate organizational chart is attached hereto as **Exhibit D**.

B. Capital Structure.

39. As of December 31, 2015, Aspect reported approximately \$940 million in book value in assets and \$1 billion in total liabilities. As described in greater detail below, as of December 31, 2015, Aspect's significant funded debt obligations include:

- approximately \$29 million of principal amount and \$1 million of issued letters of credit obligations under the First Lien Revolving Credit Facility;
- approximately \$445 million of principal amount of obligations under the First Lien Term Loan;
- approximately \$320 million in principal amount of Second Lien Secured Notes.

i. First Lien Revolving Credit Facility.

40. Under that certain Credit Agreement dated May 7, 2010 (as amended, the “First Lien Credit Agreement”), with Wilmington Trust, N.A. serving as successor administrative agent, JPMorgan Chase Bank, N.A., and Bank of America, N.A. serving as co-syndication agents, and the lenders party thereto, Aspect maintains a \$30 million senior secured revolving credit facility with an original maturity date of February 7, 2016 (the “First Lien Revolving Credit Facility”). The First Lien Revolving Credit Facility is subject to a borrowing base that may be adjusted by the agent and lenders based on the value of Aspect’s assets. As of the Petition Date, the borrowing base under the First Lien Revolving Credit Facility is approximately \$30 million, and the facility is fully drawn (\$29 million in revolving loans and \$1 million in letters of credit).

ii. First Lien Term Loan.

41. Also under the First Lien Credit Agreement, Aspect maintains a senior secured term loan in the principal amount of approximately \$445 million with a maturity date of May 7, 2016 (the “First Lien Term Loan”, collectively, with the First Lien Revolving Credit Facility, the “First Lien Claims”), with Wilmington Trust, N.A. serving as successor administrative agent, JPMorgan Chase Bank, N.A., and Bank of America, N.A. serving as co-syndication agents, and the lenders party thereto. Aspect pays interest on the First Lien Term Loan on a quarterly basis as well as a principal payment of \$1.5 million, which is also due on a quarterly basis.

iii. First Lien Credit Agreement Guarantors and Collateral

42. The First Lien Credit Agreement, including the First Lien Revolving Credit Facility and the First Lien Term Loan, is guaranteed by Aspect and each of its domestic

subsidiaries and is secured by a first priority lien and security interests on substantially all assets and capital stock of Aspect and all wholly-owned domestic restricted subsidiaries.

iv. Second Lien Notes.

43. On May, 7, 2010, Aspect Software, Inc. entered into the Indenture dated May, 7, 2010 (as amended, modified, or supplemented from time to time, the “Indenture”) by and among Aspect Software, Inc., as borrower, U.S. Bank N.A., as successor administrative and collateral agent, and the lenders party thereto. The principal amount of second lien notes under the Indenture is \$320 million and matures in May 2017 (the “Second Lien Notes” and the claims arising thereunder, the “Second Lien Note Claims”). The Second Lien Notes require semi-annual interest payments fixed at 10.625%.

44. Obligations under the Second Lien Notes are guaranteed on a senior secured basis by Aspect and each of its domestic subsidiaries that guarantee the senior secured credit facility and secured by a second priority lien and security interests on substantially all assets and capital stock of Aspect and all wholly-owned domestic restricted subsidiaries.

45. An intercreditor agreement among Aspect, the guarantors, the first lien agent, and the second lien agent, governs the relative rights of holders of First Lien Term Loan interests and Second Lien Notes interests, and provides other protections for the benefit of such parties.

III. EVENTS LEADING UP TO THE RESTRUCTURING

A. Macroeconomic Factors Leading Up to Restructuring.

i. Industry Adaptation As Technology Advances and Increased Competition Adds Pressure To Aspect’s Business.

46. As described in Section I above, software and technology-based companies like Aspect constantly face an uphill battle to stay on the cutting edge of new technologies and evolving customer needs. *First*, Contact Center technology has evolved from live agents

handling inbound and outbound calls using a collection of telephones to multichannel contact centers that combine automated and live-agent options along with a host of available platforms such as SMS texting, mobile applications, e-mails, web interaction, messaging capabilities, and social media. Consequently, Contact Centers are looking to companies like Aspect to develop and implement technologies that can meet customers' evolving expectations. *Second*, cloud-based, on-demand technology that allows parties to share information over the Internet has increasingly become the norm, with a focus on minimal management effort, reduced infrastructure costs, and ability to be utilized on previously unable platforms such as tablets and smartphones. As a result, companies like Aspect are redirecting their focus and resources from hosted providers to cloud-based providers while continuing to mitigate reduced revenues from existing legacy, hosted products. *Third*, the availability of content with a click of a mouse has made content management an increasingly important and challenging endeavor companies across a wide array of industries (including, for example, the insurance, financial services, and healthcare industries that manage a high-level of internal and external contact). This trend has driven the demand for analytics that can provide meaningful data about the increasingly large variety of interactions enterprises have with the customer and prioritize this disparate data as actionable information.

47. In short, the market in which Aspect operates is characterized by rapid, and sometimes disruptive, technological developments, evolving industry standards, frequent new product introductions and enhancements, changes in customer requirements, and a limited ability to accurately forecast future customer orders. As a result, companies like Aspect are required to make extensive capital investments in new technology ventures without necessarily having an

opportunity to capitalize on existing, legacy technologies and without knowing whether their investments will result in products the market will accept.

48. At the same time, Aspect faces significant competition from, among others, Avaya, Genesys Laboratories, Cisco, Interactive Intelligence, Nice Systems, and Verint. The nature of the software and technology industry means that Aspect is competing with such companies for experienced personnel, for customers, and for the same growth opportunities while striving to stay ahead of technological advances.

49. Furthermore, consolidations and mergers in various industries have created competitors with broader geographic coverage and the ability to reach enterprises through communications service providers. Some of Aspect's competitors have regional strengths and focuses in high-volume markets. Thus, Aspect faces competition from not only their traditional adversaries, but also established companies, who have not previously entered this enterprise market.

ii. Lag In Revenue Realization.

50. Staying ahead of technological advances is the lifeblood of companies in the software and customer-care industry. Contact Center technology is undergoing a change in which previously separate voice and data networks are converging onto intellectual property based platforms, with software-driven unified communications applications. These initiatives are capital-intensive and highly competitive, with companies competing for a concentrated customer base. At the same time, future revenue is dependent in large part upon Aspect's existing, installed customer base continuing to license additional products, renew recurring subscription agreements, and purchase additional professional services.

51. As a result, software and technology companies generally face a delay in revenue realization, driven by two primary factors. First, due to the significant time, resources, and

capital expenditure associated with developing and testing new product lines, software companies typically experience significant cash outflows with respect to any particular product line before benefitting from cash inflows associated with such product line. Second, customers must be educated regarding the value of, and benefits delivered by, new products. These efforts require time and resources and result in a lag of revenue recognition as risk-averse customers wait to explore new product lines until they have been field-tested by other customers. This can depress Aspect's revenue generation efforts, which depend on marketing to enterprises who will be amenable to advances in contact center evolution.

iii. Cost-Cutting Initiatives.

52. As demonstrated herein, Aspect has aggressively attacked industry-wide challenges to bring stability to their operations and mitigate declines in revenue associated with reduced interest in legacy products, and slow (but steady) interests in new products. Among other efforts, Aspect has focused its efforts on: (a) executing new business strategies that focus on expanding its customer base by selling to Contact Centers that have not previously purchased from Aspect; (b) expanding research and development investments in targeted software applications that continue to trend positively (most significantly, cloud-based products); (c) implementing new training for sales staff and distribution partners; (d) acquiring key technologies through licensing, development contracts, alliances, and acquisitions; (e) training professional services and support employees and channel partners to service new or enhanced products and applications; and (f) enhancing Aspect's professional services to ultimately improve the ability of Contact Centers to service complex, multi-vendor IP networks.

53. At the same time, Aspect has taken steps to reduce their financial burdens as well. Since 2012, Aspect has engaged in periodic workforce reductions, as well as targeted workforce adjustments based on declining revenues associated with the Signature product lines and a focus

on Aspect's cloud-based product lines. Aspect also launched its "Working Smarter" initiative with a prominent professional services firm to increase efficiency across Aspect's operations and reduce costs. The "Working Smarter" comprehensive plan launched in November 2015 and included, among other things, encouraging certain employees in technology-heavy roles to work from home to reduce office costs, and eliminating cost-prohibitive and extended term leases and amending existing leases with more favorable terms. These initiatives complemented periodic efforts since 2012 to outsource payroll and accounts payable operations to Aspect's foreign subsidiaries. Ultimately, these measures allowed Aspect to reduce its long-term liabilities and target its efforts towards growing out its more cutting-edge, cloud-based solutions.

B. Initial Exploration of Restructuring Alternatives.

54. Despite Aspect's aggressive cost-cutting measures, it became clear by the fall of 2015 that Aspect would need to pursue a long-term solution for right-sizing its capital structure in order to maximize its potential for long-term success and obtain a runway sufficient to realize profits on new product lines. In response, and as described below, to help Aspect navigate the process, Aspect retained restructuring professionals, including Kirkland & Ellis LLP, as counsel, Jefferies LLC, as financial advisor, and Alix Partners, as restructuring advisor.

55. Ultimately, Aspect and its advisors, explored every potentially actionable in-court and out-of-court restructuring alternative that had any likelihood of providing a meaningful recovery to Aspect's stakeholders. As described below, these efforts included three marketing efforts, negotiations regarding various debt-for-equity alternatives with various potential plan sponsors, and negotiations regarding hybrid strategic and creditor alternatives.

i. Initial Sale Efforts.

56. In light of the potential that third quarter 2015 results would likely reflect a decline in key financial metrics, Aspect began exploring sale options. Beginning in May 2015,

Aspect worked with Jefferies to prepare various marketing materials including a two-page non-confidential company description (collectively, the “Teasers”), an executive summary presentation, and a detailed management presentation. Aspect and Jefferies prepared a list of 43 potential buyers (including financial sponsors (collectively, the “Sponsors”) and strategic buyers (collectively, the “Strategics”)) that were chosen based on their willingness and ability to purchase Aspect. After three weeks of preparatory work, Aspect and Jefferies launched the sale process in May 2015.

57. Following the initial outreach to the identified 43 parties, Teasers were provided to 38 potential buyers to gauge their interest prior to executing a non-disclosure agreement (“NDA”). Once parties expressed further interest in learning more about Aspect, they were asked to execute an NDA to receive further detailed, confidential, and non-public information regarding Aspect. The 29 parties who executed NDAs were provided confidential marketing materials and were invited to attend management presentations to learn more about Aspect and meet with the management team. Following a presentation from the management team, process letters detailing bid instructions were sent to these parties. In July 2015, eight weeks after the sales process (the “Initial Sale Process”) was launched, three parties submitted initial indications of interest.

58. After the bid deadline date passed, one party submitted a non-binding indication of interest to engage in further diligence. During this process, the identified party was given access to a virtual data room, and held in-person meetings and conference calls with management to conduct further diligence. A next-round process letter detailing bid instructions was provided to this identified party on August 31, 2015. After two weeks of diligence, the

identified party indicated it would not submit a definitive bid. Ultimately, all parties, including Aspect, declined to pursue the Initial Sales Process.

ii. Discussions with the Ad Hoc Group.

59. At the same time Aspect was marketing itself to potential investors, Aspect also began evaluating its options for right-sizing its capital structure through an out-of-court exchange of its funded debt or a consensual, in-court restructuring transaction that equitized the Second Lien Notes. In October 2015, an ad hoc group of holders of certain claims against the debtors (holding, in some instances, interests in the First Lien Term Loan as well) (the “Ad Hoc Group”) organized and hired advisors (Weil, Gotshal & Manges LLP as legal counsel and Centerview Partners as financial advisor) to engage in discussions with Aspect and its advisors regarding restructuring alternatives. Beginning in October 2015, the Ad Hoc Group’s advisors engaged in diligence sessions and discussions with the Aspect’s advisors to assess potential deleveraging solutions with respect to the Second Lien Notes. On December 6, 2015, Aspect received a term sheet from the Ad Hoc Group that contemplated new, junior debt but did not provide any details on recovery on account of the First Lien Revolver or First Lien Term Loan, or on the source of new-money financing. Aspect did not consider this proposal actionable, and as 2015 came to a close, Aspect and its advisors prepared a strawman term sheet and presented it to the boards of directors for Aspect Software Group Holdings Ltd. and Aspect Software, Inc. With the approval of the boards of directors, Aspect delivered the term sheet to the advisors to the Ad Hoc Group on December 15, 2015. This term sheet renewed discussions among the parties and resulted in a counter term sheet that contemplated a \$60 million new money investment from the Ad Hoc Group. Discussions regarding these transactions continued throughout the end of 2015 and early 2016, but no out-of-court solution was reached.

C. Second Round of Marketing Efforts.

60. As discussions between Aspect and the Ad Hoc Group occurred during the end of 2015, Aspect determined to renew its marketing efforts in an effort to ensure that their ultimate restructuring path provided the highest and best recoveries available to its stakeholders. This second round of marketing efforts was supported by the Ad Hoc Group. To that end, starting in October 2015, Aspect re-approached seven third party investors who had participated in the Initial Sales Process (the “Second Marketing Effort”). Two parties were granted access to a virtual data room to to conduct further due diligence on Aspect. Aspect and Jefferies determined to pursue additional discussions with one of these two parties and engaged in diligence sessions via in-person management meetings, conference calls and the provision of supplementary diligence materials. Ultimately, this party did not move forward with a transaction, citing concerns surrounding recent performance metrics and Aspect’s ability to meet debt obligations in its pro forma capital structure.

D. Further Pursuit of Restructuring Alternatives.

61. Against the backdrop of impending funded debt maturities and the absence of actionable proposals arising out of preliminary efforts to sell Aspect and discussions with the Ad Hoc Group, it became apparent that Aspect would need to also involve its first lien lenders in the discussion of restructuring alternatives. Accordingly, Aspect reached out to its largest First Lien Term Loan lenders, which prompted the formation of a group of approximately 60% of the First Lien Term Loan lenders (the “First Lien Group”). In December 2015, the First Lien Group retained legal and financial advisors (Paul, Weiss, Rifkind, Wharton & Garrison LLP and PJT Partners, respectively) to assist the First Lien Group in discussing restructuring alternatives with Aspect and its advisors as well as with the Ad Hoc Group and its advisors.

62. With an impending maturity on the First Lien Revolver on the horizon in February 2016, Aspect worked to bring the First Lien Group and Ad Hoc Group together in the hopes of developing a fully consensual proposal. During initial discussions with both ad hoc groups, the First Lien Group indicated their willingness to consider financing options so long as their recovery included either (a) a partial paydown of the First Lien Term Loans (i.e., a recovery that consisted solely of an amend-and-extend of the First Lien Term Loans, debt-for-debt exchange, or debt-for-equity exchange would not suffice for a consensual transaction) or (b) agreement from the Ad Hoc Group to subordinate their plan recovery to the recovery of non-cross holders (i.e., agreement that holders in the First Lien Group would receive a superior recovery on account of their First Lien Term Loan claims, as compared to holders in the Ad Hoc Group with First Lien Term Loan claims). On January 13, 2016, the Ad Hoc Group prepared and proposed a revised proposal that did not include either of these structures. With the treatment of the First Lien Term Loans as the primary sticking point between the First Lien Group and the Ad Hoc Group, Aspect urged the Ad Hoc Group to develop a proposal that was more responsive to the First Lien Group's request.

E. Third Round of Marketing Efforts.

63. At the same time as Aspect was working hard to bridge the gaps between the proposals of the Ad Hoc Group and the First Lien Group, Aspect re-engaged in discussions with strategic and third party investors to assess whether there was renewed interest in exploring a potential sale of, or investment in, the Aspect enterprise potentially through a chapter 11 plan of reorganization. Specifically, in December 2015, Aspect and Jefferies once again reached out to 16 parties as part of an additional sales process, including Sponsors and Strategics from the Initial Sale Process and Second Marketing Effort, as well as additional parties not previously

contacted. Fourteen parties executed NDAs, of which nine parties were granted access to a virtual data room to conduct further diligence. These parties were furnished with additional information via in-person management meetings, conference calls and supplementary diligence materials responsive to specific questions and concerns. As of this First Day Declaration, five parties have submitted indications of interest that Aspect does not believe are superior to the transaction contemplated by the PSA and Term Sheet.

F. Convergence of Restructuring Discussions and Extension of First Lien Revolving Facility Maturity Date.

64. As January 2015 came to a close, Aspect redoubled its efforts to unite the First Lien Group, the Ad Hoc Group, and their marketing efforts to sell Aspect into a comprehensive, consensual restructuring proposal. These efforts moved forward on parallel tracks. *First*, the Ad Hoc Group and the First Lien Group began exchanging draft term sheets (on January 26, 2016 and January 27, 2016) that generally contemplated (a) new equity financing from members of Ad Hoc Group, (b) a paydown of the First Lien Term Loan, and (c) an amended and extended First Lien Term Loan for the amounts outstanding after the paydown. *Second*, and as the parties became entrenched in their views regarding the terms of each of (a) through (c) described above, Aspect and the First Lien Group engaged in discussions with potential third party and strategic parties regarding a potential sale of Aspect's assets while the Ad Hoc Group submitted a proposal that contemplated a restructuring without the support of the First Lien Group.

65. In addition, while each of the proposed transaction paths had the potential to lead to an actionable deleveraging proposal, all of these paths required additional time to execute. As a result, on February 6, 2016, Aspect executed an amendment to the First Lien Revolving Credit Facility, extending the maturity date from February 7, 2016 to March 8, 2016.

66. Two days later, and with the clock ticking on a 30-day period to sign definitive documentation on a consensual deal before the new maturity date of the First Lien Revolving Credit Facility, Aspect circulated a revised term sheet to the Ad Hoc Group and the First Lien Group professionals, reflecting a compromise between the last proposals circulated by each constituency. Aspect encouraged each party to consider the revised term sheet in the context of (a) a consensual transaction between the First Lien Group and the Ad Hoc Group and (b) each of their individual proposals (e.g., (i) a transaction between the First Lien Group and a third party plan sponsor or (ii) a transaction between the Ad Hoc Group and Aspect, without the support of the First Lien Group).

67. At the same time as that term sheet was being reviewed and various counterproposals were being discussed, Aspect continued to move forward with certain Strategies regarding a potential sale of Aspect through a chapter 11 plan of reorganization. Aspect, its management team, and its advisors engaged in a number of lengthy in-person and telephonic conferences to accelerate such investors' efforts to diligence Aspect and negotiate transaction documentation so that a definitive agreement could be reached before March 8, 2016. Over a period of several weeks, Aspect narrowed their efforts on two deal paths in an effort to identify the path that would best maximize the interests of its stakeholders: (a) a potential sale of its assets through a plan of reorganization reflecting the support of the First Lien Group and a Strategic, who would provide the consideration necessary to fund creditor recoveries or, alternatively, (b) a consensual transaction with the First Lien Group and the Ad Hoc Group with a new money investment from Aspect's creditor constituencies. These dual paths progressed at a hectic pace in the weeks preceding the Petition Date. Ultimately, Aspect determined to pursue a consensual transaction with the First Lien Group and the Ad Hoc Group for a number of reasons.

First, the Term Sheet reflects the support of the Ad Hoc Group. *Second*, the transactions contemplated by the Term Sheet provide greater certainty of closing than the transactions contemplated pursuant to the third party Strategic transaction. *Third*, Aspect was not able to secure acceptable and committed financing from the Strategic investor in advance of the Petition Date.

G. The Plan Support Agreement.

68. Aspect executed the PSA with the First Lien Group and the Ad Hoc Group, reflecting such creditors' support of the Term Sheet and, ultimately, the plan of reorganization to be filed consistent with the Term Sheet. The PSA reflects the support of 33.3% of holders of First Lien Revolver Claims, 94% of First Lien Term Loan Claims, and 42% of holders of Second Lien Note Claims. Importantly, the PSA establishes the milestones to emergence, and pursuant to the PSA, Aspect anticipates seeking entry of an order confirming a plan of reorganization within 100 days of the Petition Date. It is important to note that although the PSA includes covenants from Aspect to not pursue an alternative transaction other than what is contemplated in the Term Sheet, Aspect maintains a "fiduciary out" under the PSA. Specifically, section 5(c)(iii) of the PSA allows Aspect to terminate its obligations under the PSA if it determines continued performance under the PSA would be inconsistent with its fiduciary duty obligations.

IV. FIRST DAY MOTIONS

69. Contemporaneously herewith, the Debtors have filed a number of First Day Motions seeking orders granting various forms of relief intended to stabilize Aspect's business operations, facilitate the efficient administration of these chapter 11 cases, and expedite a swift and smooth restructuring of Aspect's balance sheet. I have reviewed each of the First Day Motions. I believe that the relief requested in the First Day Motions is necessary to allow the

Debtors to operate with minimal disruption during the pendency of these chapter 11 cases. A description of the relief requested and the facts supporting each of the First Day Motions is detailed in **Exhibit A**.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: March 9, 2016

/s/ Stewart M. Bloom

Stewart M. Bloom
Chairman and Chief Executive Officer

EXHIBIT A

Evidentiary Support for First Day Motions

EVIDENTIARY SUPPORT FOR FIRST DAY MOTIONS¹

A. Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases ("Joint Administration Motion").

1. Pursuant to the Joint Administration Motion, the Debtors request entry of an order (a) directing procedural consolidation and joint administration of these chapter 11 cases and (b) granting related relief, including the ability to add later filed cases to these chapter 11 cases. Given the integrated nature of the Debtors' operations, joint administration of these chapter 11 cases will provide significant administrative convenience without harming the substantive rights of any party in interest.

2. Many of the motions, hearings, and orders in these chapter 11 cases will affect each and every Debtor entity. For example, virtually all of the relief sought by the Debtors in the First Day Motions is sought on behalf of all of the Debtors. The entry of an order directing joint administration of these chapter 11 cases will reduce fees and costs by avoiding duplicative filings and objections. Joint administration of these chapter 11 cases, for procedural purposes only, under a single docket, will also ease the administrative burdens on the Court by allowing the Debtors' cases to be administered as a single joint proceeding instead of five independent chapter 11 cases. Accordingly, on behalf of the Debtors, I respectfully submit that the Joint Administration Motion should be approved.

B. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (II) Continue Employee Benefits Programs ("Wages Motion").

3. Pursuant to the Wages Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to (i) pay prepetition wages, salaries, commissions, other compensation,

¹ Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the applicable First Day Motion.

reimbursable expenses, and certain limited severance obligations to non-insider Employees and (ii) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto.

4. As of the Petition Date, the Debtors employ approximately 1,070 individuals on a full-time basis and six individuals on a part-time basis. Approximately 100 Full-Time Employees are paid on an hourly basis, and approximately 970 receive a salary. In addition, the Debtors also retain approximately 40 Independent Contractors and 25 Temporary Staff. The Independent Contractors and Temporary Staff are a critical supplement to the efforts of the Debtors' Employees.

5. The Employees, Independent Contractors, and Temporary Staff perform a wide variety of functions critical to the administration of these chapter 11 cases and the Debtors' successful reorganization. Their skills, knowledge, and understanding of the Debtors' operations and infrastructure are essential to preserving operational stability and efficiency. In many instances, the Employees, Independent Contractors, and Temporary Staff include highly trained personnel who are not easily replaced. Without the continued, uninterrupted services of the Employees, Independent Contractors, and Temporary Staff, I believe the Debtors' reorganization efforts will be hindered.

6. The vast majority of Employees rely exclusively on their compensation and benefits to pay their daily living expenses and support their families, and will be exposed to significant financial constraints if the Debtors are not permitted to continue paying compensation, provide employee benefits, and maintain existing programs.

7. The Debtors seek to minimize the personal hardship the Employees would suffer if employee obligations are not paid when due or as expected. Consequently, the Debtors are seeking authority to pay and honor certain prepetition claims relating to, among other things,

wages, salaries, commissions, and other compensation, expense reimbursements, certain limited severance obligations to non-insider Employees, payroll services, federal and state withholding taxes and other amounts withheld (including garnishments, Employees' share of insurance premiums, taxes, and 401(k) contributions), health insurance, voluntary and supplemental life insurance benefits, wellness benefits, workers' compensation benefits, paid time off, parental leave, other paid leave, unpaid leave, life, business, and accidental death and dismemberment insurance, short- and long-term disability coverage, 401(k) benefits, virtual medical care, education assistance, employee recognition benefits, referral benefits, patent award benefits, relocation reimbursements, employee assistance benefits, and all other benefits that the Debtors have historically directly or indirectly provided to the Employees in the ordinary course of business and as further described in the Wages Motion. In addition, the Debtors seek authority to pay all costs incident to the Employee Compensation and Benefits.

8. I believe that the Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Employee Compensation and Benefits owed to the Employees, the Debtors may experience Employee turnover and instability at this critical time in these chapter 11 cases. I believe that without these payments, the Employees may become demoralized and unproductive because of the potential significant financial strain and other hardships these Employees may face. Such Employees may then elect to seek alternative employment opportunities. Additionally, I understand that a significant portion of the value of the Debtors' business is tied to their workforce, which cannot be replaced without significant efforts—which efforts may not be successful given the overhang of these chapter 11 cases. Enterprise value may be materially impaired to the detriment of all stakeholders in such a scenario. I therefore believe that payment of the prepetition obligations

with respect to the Employee Compensation and Benefits is a necessary and critical element of the Debtors' efforts to preserve value and will give the Debtors the greatest likelihood of retention of their Employees as the Debtors seek to operate their business in these chapter 11 cases.

C. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue to Operate the Cash Management System, (II) Honor Certain Prepetition Obligations Related Thereto, (III) Maintain Existing Business Forms, and (IV) Continue to Perform Intercompany Transactions and Grant Superpriority Administrative Expense Status to Postpetition Intercompany Claims and Certain Intercompany Loans ("Cash Management Motion").

9. Pursuant to the Cash Management Motion, the Debtors seek entry of an interim and final order authorizing the Debtors to (a) continue to operate their cash management system (the "Cash Management System"), (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms in the ordinary course of business, and (d) continue to perform Intercompany Transactions (as defined herein) consistent with historical practice and provide superpriority administrative expense status to postpetition Intercompany Claims (as defined herein) and postpetition loans either from the Foreign Subsidiaries (as defined herein) to the Debtors or between Debtors (the "Intercompany Loans").

10. The Debtors maintain a Cash Management System that comprises a total of ten (10) bank accounts (the "Bank Accounts"). Six of the Bank Accounts reside at Citibank N.A. ("Citibank") and four accounts reside at Wells Fargo Bank, N.A. ("Wells Fargo") collectively, the "Cash Management Banks").

11. The Debtors' operate their business and generate most of their revenues through Aspect Software Inc. ("ASI") and a number of foreign subsidiaries based in Canada, Europe, South America, and Asia (collectively, the "Foreign Subsidiaries"). Aspect's master account serves as the Debtors' centralized main operating account, which receives the majority of the

collections of revenue from the Debtors' U.S. operations and makes disbursements throughout the Cash Management System as necessary. The Debtors also maintain a secondary operating account, three active disbursement accounts, and five other accounts that are inactive or have very limited activity.

12. The Cash Management System is comparable to the centralized cash management systems used by similarly situated companies to manage the cash of operating units in a cost-effective, efficient manner. The Debtors use the Cash Management System in the ordinary course of their business to collect, transfer, and disburse funds generated from their operations and to facilitate cash monitoring, forecasting, and reporting. The Debtors' treasury department maintains daily oversight over the Cash Management System and implements cash management controls for entering, processing, and releasing funds, including in connection with Intercompany Transactions (as defined herein). Additionally, the Debtors' corporate accounting department regularly reconciles the Debtors' books and records to ensure that all transfers are accounted for properly.

13. The Debtors pay their Cash Management Banks approximately \$11,000 per month in the aggregate on account of fees incurred in connection with the Bank Accounts. The Debtors estimate that they owe the Cash Management Banks approximately \$7,200 as of the Petition Date, the entirety of which will become due and payable within 21 days of the Petition Date.

14. The Debtors maintain business relationships among each other and with their Foreign Subsidiaries (collectively, the "Intercompany Transactions") resulting in intercompany receivables and payables in the ordinary course of business (the "Intercompany Claims"). Specifically, such Intercompany Claims arise (a) among the Debtors and (b) between ASI and

the Foreign Subsidiaries pursuant to prepetition shared services and intercompany trade arrangements, and other intercompany arrangements. Intercompany Transactions occur in the following limited circumstances, in which ASI and the Foreign Subsidiaries share the revenues and costs of serving their global customers: (a) when the Foreign Subsidiaries perform services directly for ASI, (b) when the Foreign Subsidiaries sell goods or services to ASI or a customer of ASI, (c) when ASI sells goods or services to a Foreign Subsidiary, and (d) when ASI transfers funds to or from a Foreign Subsidiary in response to invoices requesting operational costs.

15. I believe that the continuation of the Debtors' Cash Management System is essential to the Debtors' business and any disruption in the Debtors' use of the Cash Management System would severely disrupt, if not cripple, the Debtors' business. I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11. Accordingly, on behalf of the Debtors, I respectfully submit that the Cash Management Motion should be approved.

D. Debtors' Motion for Entry of an Order Authorizing the Debtors to Honor Certain Prepetition Obligations to Customers and to Otherwise Continue Certain Customer Programs in the Ordinary Course of Business ("Customer Programs Motion").

16. Pursuant to the Customer Programs Motion, the Debtors seek entry of a final order authorizing the Debtors to maintain and administer the Customer Programs and honor prepetition obligations to customers related thereto in the ordinary course of business and in a manner consistent with past practice. I am familiar with the Customer Programs, which include, but are not limited to, warranties, training programs, a service program, service level agreements, credits, deposits, prepayments, and a sales incentive program. The Customer Programs are

integral to the Debtors' efforts to stabilize their business, restore profitability, and ultimately deliver the most value to all stakeholders in these chapter 11 cases.

17. Operating in a competitive industry, the Debtors rely on their customers' satisfaction, which leads to repeat business, and enhances the Debtors' reputation for reliability. Maintaining the loyalty, support, and goodwill of their customers is critical to the Debtors' reorganization efforts. In addition, the Debtors must maintain positive customer relationships and their reputation for reliability to assure that their customers continue to purchase the Debtors' products. Achieving these goals will be particularly important while operating in chapter 11. Accordingly, the Debtors seek the relief requested in the Customer Programs Motion to ease any anxieties that customers may have that the chapter 11 cases will interfere with the Debtors' ability to fully meet customer needs and expectations.

18. I believe that the relief requested in the Customer Programs Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their businesses in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Customer Programs Motion should be approved.

E. Debtors' Motion for Entry of Interim and Final Orders (A) Authorizing Debtors to Pay Certain Prepetition Claims of Critical Vendors and (B) Granting Related Relief ("Critical Vendors Motion").

19. Pursuant to the Critical Vendors Motion, the Debtors seek entry of interim and final orders authorizing the Debtors to pay prepetition claims held by Critical Vendors in an amount not to exceed \$1.0 million on an interim basis and \$1.5 million on a final basis (inclusive of amounts paid pursuant to the interim order). For the reasons set forth below, I believe that the relief requested in the Critical Vendors Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate

their businesses in the ordinary course without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Critical Vendors Motion should be approved.

20. In the ordinary course of business, the Debtors rely on a wide range of vital cloud and network infrastructure providers who supply the virtual bandwidth necessary to facilitate the operation of the Debtors' products and third-parties who supply the goods, technology, or services necessary to operate the Debtors' products and whose technology is actually embedded in the Debtors' customer solutions and particularly formulated to work in tandem with the Debtors' products. The Critical Vendors Motion seeks relief for Critical Vendors who are highly specialized vendors whose services cannot be replaced quickly or without significant cost to the Debtors' estates, especially during this early, critical juncture in these chapter 11 cases. In addition, the majority of the Critical Vendors are familiar with the Company's operations and Contact Center needs, and, as a result, replacing the Critical Vendors would have a swift and adverse effect on the Debtors' global operations and likely harm the Debtors' relationships with their Contact Centers.

21. With the assistance of their advisors, the Debtors have spent significant time reviewing and analyzing their accounts payable and vendor lists to identify a limited number of vendors that are clearly critical to the continued and uninterrupted operation of the Debtors' businesses—the loss of which could materially harm their businesses, shrink their market share, reduce their enterprise value, and/or impair going-concern viability.

22. The Debtors seek to pay all of the Critical Vendor Claims up to the Interim Order Cap and Final Order Cap, as applicable, to ensure that the Critical Vendors provide necessary goods and services to the Debtors on a postpetition basis. The Debtors propose to use commercially reasonable efforts to condition the payment of the Critical Vendor Claims upon

each Critical Vendors' agreement to continue supplying goods and services on terms that are acceptable to the Debtors in light of customary industry practices.

23. Accordingly, the relief requested in the Critical Vendors Motion is narrowly tailored to facilitate the Debtors' restructuring efforts. By contrast, any interruption in the goods or services supplied by the Critical Vendors—however brief—would disrupt the Debtors' operations and could cause irreparable harm to the Debtors' businesses, goodwill, employees, customer base, and market share. Such harm would likely far outweigh the cost of payment of the Critical Vendor Claims. Therefore, I submit that payment of the Critical Vendor Claims is a sound exercise of business judgment and necessary to preserve the value of the Debtors' businesses.

F. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Pay 503(b)(9) Claims, (II) Grant Administrative Expense Priority to All Undisputed Obligations for Goods and Services Ordered Prepetition and Delivered Postpetition and Satisfy Such Obligations in the Ordinary Course of Business, and (III) Pay Prepetition Claims of Shippers, Warehousemen, and Materialmen ("Lien Claimants Motion").

24. Pursuant to the Lien Claimants Motion, the Debtors seek entry of interim and final orders (a) authorizing the Debtors to pay in the ordinary course of business, (i) 503(b)(9) claims, (ii) prepetition Shipping, Warehousing, and Materialmen Claims, and (b) confirming the administrative expense priority status of the Debtors' undisputed obligations for the postpetition delivery of goods and services and authorizing payment of such obligations in the ordinary course of business. I believe that the relief requested in the Lien Claimants Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in the ordinary course without disruption.

25. The Debtors' ability to support worldwide software testing, integration, and order fulfillment in a timely manner depends on their timely receipt of parts, equipment, supplies, and

components that are important to the Debtors' business operations. To that end, the Debtors rely upon Shippers to ship, transport, and deliver goods. As of the Petition Date, the Debtors owe the Shippers approximately \$135,000. Additionally, the Debtors rely on Warehousemen to store certain spare parts required to support hardware maintenance customer support agreements. As of the Petition Date, the Debtors owe the Warehousemen approximately \$20,000. Lastly, the Debtors' ability to provide software systems and equipment for contact centers depend upon Materialmen. As of the Petition Date, the Debtors owe the Materialmen approximately \$5,000.

26. As of the Petition Date, the Debtors estimate that they have approximately \$160,000 of prepetition Shipping, Warehousing, and Materialmen Claims outstanding.

27. I understand that under most state laws, a Shipper, a Warehouseman, or a Materialman may have a lien on the goods in its possession, which lien secures the charges or expenses incurred in connection with the transportation, storage, or repair of such goods.² As a result, certain Shippers, Warehousemen, or Materialmen may refuse to deliver or release Materials or other property in their possession or control, as applicable, before the Shipping, Warehousing, and Materialmen Claims have been satisfied and their liens redeemed. Accordingly, to continue using the Shippers', Warehousemen's, and Materialmen's transportation, storage, and repair services and have access to the Materials held or controlled thereby, the Debtors request approval to pay up to \$155,000 in prepetition Shipping, Warehousing, and Materialmen Claims on an interim basis, up to \$160,000 upon entry of the Final Order, and to continue paying such Shipping, Warehousing, and Materialmen Claims in the ordinary course of business on a postpetition basis.

² By this Motion, the Debtors do not concede that any liens (contractual, common law, statutory, or otherwise) described in this Motion are valid, and the Debtors expressly reserve the right to contest the extent, validity, and perfection of any and all such liens, and to seek avoidance thereof.

28. Additionally, the Debtors may have received goods from 503(b)(9) Claimants within the 20 days before the Petition Date. Many of the Debtors' relationships with the 503(b)(9) Claimants are not governed by long-term contracts. As a result, a 503(b)(9) Claimant may refuse to supply new orders without payment of its prepetition claims. The Debtors also believe certain 503(b)(9) Claimants could reduce the Debtors' existing trade credit—or demand payment in cash on delivery—stressing the Debtors' limited liquidity. Absent payment of the Section 503(b)(9) Claims at the outset of these chapter 11 cases—which I am advised merely accelerates the timing of payment and not the ultimate treatment of such claims—the Debtors could be denied access to the equipment and goods necessary to maintain the Debtors' business operations.

29. By the Lien Claimant Motion, the Debtors seek authority, but not direction, to pay up to \$150,000 to the 503(b)(9) Claimants on account of their prepetition claims.

30. Finally, the Debtors may have placed Outstanding Orders for goods that will not be delivered until after the Petition Date. To avoid becoming general unsecured creditors of the Debtors' estates with respect to such goods, certain suppliers may refuse to ship or transport such goods (or may recall such shipments) with respect to such Outstanding Orders unless the Debtors issue substitute purchase orders postpetition. To prevent any disruption to the Debtors' business operations, the Debtors seek an order (a) granting administrative expense priority under section 503(b) of the Bankruptcy Code to all undisputed obligations of the Debtors arising from the postpetition acceptance of goods subject to Outstanding Orders and (b) authorizing the Debtors to satisfy such obligations in the ordinary course of business.

G. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Payment of Certain Prepetition Taxes and Fees ("Taxes Motion").

31. The Taxes Motion seeks the authority to remit and pay Taxes and Fees that accrued before the Petition Date and will become payable during the pendency of these cases in an aggregate amount not to exceed \$785,000. The Debtors also request that the Court authorize applicable financial institutions, when the Debtors so request, to receive, process, honor, and pay any and all checks or electronic payment requests in respect of the Taxes and Fees.

32. In the ordinary course of business, the Debtors collect, withhold, and incur sales, use, income, franchise, personal property taxes, business license fees and permits, as well as certain other taxes and fees, as more fully described in the Taxes Motion. The Debtors estimate that approximately \$785,000 in Taxes and Fees relating to the prepetition period will become due and owing to the Authorities after the Petition Date, and approximately \$550,000 of this amount will become due and payable within 21 days of the Petition Date. Payment of the Taxes and Fees is critical to the Debtors' continued and uninterrupted operations. The Debtors' failure to pay prepetition Taxes and Fees may cause the Authorities to take precipitous action, including, but not limited to, conducting audits, filing liens, preventing the Debtors from doing business in certain jurisdictions, seeking to lift the automatic stay, or pursuing payment of the Taxes and Fees from the Debtors' officers and directors, all of which would greatly disrupt the Debtors' operations and ability to focus on their reorganization efforts.

33. I believe that the relief requested in the Taxes Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Taxes Motion should be approved.

H. Debtors' Motion for Entry of Interim and Final Orders (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services, (II) Prohibiting Utility Companies from Altering, Refusing, or Discontinuing Services, and (III) Approving the Debtors' Proposed Procedures for Resolving Adequate Assurance Requests (“Utilities Motion”).

34. Pursuant to the Utilities Motion, the Debtors seek entry of interim and final orders (a) determining that the Utility Companies have been provided with adequate assurance of payment; (b) approving the Debtors' Proposed Adequate Assurance of payment for future utility services; (c) prohibiting Utility Companies from altering, refusing, or discontinuing services; and (d) approving the Debtors' proposed procedures for resolving Adequate Assurance Requests.

35. In connection with the operation of their businesses and management of their properties, the Debtors obtain electricity, natural gas, telecommunications, water, waste management (including sewer and trash), internet access, data hosting, and other similar services from approximately 70 utility companies or brokers. On average, the Debtors pay approximately \$1.4 million each month for third party Utility Services, calculated as a historical average the twelve-month period ended December 31, 2015. One Utility Company holds a deposit of approximately \$30,000 from the Debtors.

36. Preserving Utility Services on an uninterrupted basis is essential to the Debtors' ongoing business operations and hence the overall success of these chapter 11 cases. Indeed, any interruption in Utility Services, even for a brief period of time, would disrupt the Debtors' ability to run their computer servers and communications equipment in a near-constant state as necessary to serve their customers. I believe this disruption would adversely impact customer relationships and result in a decline in the Debtors' revenues and profits. Such a result could seriously jeopardize the Debtors' reorganization efforts and, ultimately, value and creditor recoveries. It is critical, therefore, that Utility Services continue uninterrupted during these

chapter 11 cases. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Utilities Motion should be granted.

I. Debtors' Motion for Entry of Interim and Final Orders Authorizing the Debtors to (I) Continue Insurance Coverage Entered Into Prepetition and Satisfy Prepetition Obligations Related Thereto and (II) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies ("Insurance Motion").

37. Pursuant to the Insurance Motion, the Debtors seek entry of an interim and final order authorizing the Debtors to (a) continue honoring obligations arising in connection with prepetition Insurance Policies (as defined herein) and satisfy payment of prepetition obligations related thereto and (b) renew, amend, supplement, or extend the Insurance Policies or purchase new insurance policies in the ordinary course of business on a postpetition basis.

38. In the ordinary course of business, the Debtors maintain approximately 22 insurance policies (the "Insurance Policies") that are administered by multiple third-party insurance carriers. The Insurance Policies provide coverage for, among other things, the Debtors' property, general liability, automobile, commercial umbrella, excess liability, directors and officers liability, transit cargo, special risk, and cyber and technology liability. The Debtors typically obtain their insurance policies through their insurance broker, Willis of Arizona, Inc. (the "Insurance Broker"). The Debtors pay brokerage fees (the "Brokerage Fees") to the Insurance Broker for its services on a commission basis as part of the premiums paid on the Insurance Policies. As of the Petition Date, I do not believe that the Debtors owe any amounts on account of the Insurance Policies, but do owe approximately \$2,000 on account of the Brokerage Fees, all of which will become due within 21 days of the Petition Date. Out of an abundance of caution, however, the Debtors are seeking authority to honor any amounts owed on account of the Insurance Policies, as well as the Brokerage Fees and any amounts that accrue on a postpetition basis, to ensure uninterrupted coverage of the Insurance Policies.

39. Continuation and renewal of the Insurance Policies and entry into new insurance policies is essential to preserving the value of the Debtors' business, properties, and assets. Moreover, in many cases, coverage provided by the Insurance Policies is required by the regulations, laws, and contracts that govern the Debtors' commercial activities, including the requirements of the U.S. Trustee.

40. I believe that the relief requested in the Insurance Motion is in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will enable the Debtors to continue to operate their business in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Insurance Motion should be approved.

J. Debtors' Application for Appointment of Prime Clerk as Claims and Noticing Agent *Nunc Pro Tunc* to the Petition Date (the "Claims Agent Application").

41. Pursuant to the Claims Agent Application, the Debtors seek entry of an order appointing Prime Clerk as the Claims and Noticing Agent for the Debtors in their chapter 11 cases, including assuming full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors' chapter 11 cases.

42. Prime Clerk is one of the country's leading chapter 11 administrators and its professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Prime Clerk's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this District and in other districts nationwide. Prime Clerk is well-qualified to provide experienced claims and noticing services in connection with these Chapter 11 Cases.

43. Given the complexity of these chapter 11 cases and the number of creditors and other parties in interest involved in these chapter 11 cases, I believe that appointing Prime Clerk

as the notice and claims agent in these chapter 11 cases will maximize the value of the Debtors' estates for all its stakeholders.

K. Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to File a Consolidated List of Creditors in Lieu of Submitting a Separate Mailing Matrix for Each Debtor and (II) Authorizing the Debtors to Redact Certain Personal Identification Information for Individual Creditors (the "Creditor Matrix Motion").

44. Pursuant to the Creditor Matrix Motion, the Debtors seek entry of an order (a) authorizing the Debtors to file a consolidated list of creditors in lieu of submitting separate mailing matrices for each Debtor and (b) authorizing the Debtors to redact certain personal identification information for individual creditors.

45. Because requiring the Debtors to segregate and convert their computerized records to a Debtor-specific creditor matrix format would be an unnecessarily burdensome task and result in duplicate mailings, I believe that the permitting the Debtors to maintain a single consolidated list of creditors, in lieu of filing a separate creditor matrix for each Debtor, will maximize the value of the Debtors' estates and is in the interests of all of the Debtors' stakeholders.

46. Given the possibility of identity theft from disclosure of personal identification information, I believe it prudent to redact address information of individual creditors — a number of whom are the Debtors' employees — and interest holders from the consolidated list of creditors.

EXHIBIT B

Term Sheet and Plan Support Agreement

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof, this “**Agreement**”), dated as of March 8, 2016, is entered into by and among the following parties:

(i) Aspect Software Parent Inc. (“**Aspect**”) on behalf of itself and certain of its subsidiaries listed on the signature page attached hereto (collectively, the “**Company**”);

(ii) the undersigned beneficial holders, or investment advisors or managers for the account of beneficial holders, of First Lien Claims (as defined below) (together with their respective successors and permitted assigns and any subsequent holder of First Lien Claims that becomes party hereto in accordance with the terms hereof, collectively, the “**Consenting First Lien Lenders**”, and the ad hoc committee of Consenting First Lien Lenders that is represented by, *inter alia*, Paul, Weiss, Rifkind, Wharton & Garrison LLP and PJT Partners, LP, the “**Consenting First Lien Committee**”); and

(iii) the undersigned beneficial holders, or investment advisors or managers for the account of beneficial holders (who may be beneficial holders through the ownership of one or more entities) and, together with their respective successors and permitted assigns and any subsequent party that becomes party hereto in accordance with the terms hereof, of both (A) the First Lien Claims and (B) the Second Lien Note Claims, including the Backstop Parties (each as defined herein) (collectively, the “**Consenting Cross-Over Lenders**” and, together with the Consenting First Lien Lenders, the “**Consenting Lenders**” and the ad hoc committee of Consenting Cross-Over Lenders that is represented by Weil, Gotshal & Manges LLP and Centerview Partners LLC, the “**Consenting Cross-Over Committee**”).

The Company, each Consenting Lender, and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof are referred to herein as the “**Parties**” and individually as a “**Party**.” Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the term sheet attached hereto as Exhibit A (the “**Term Sheet**”).

WHEREAS, the Parties and their respective professionals have negotiated in good faith and at arm’s length and have agreed to a restructuring of the Company (the “**Restructuring**” and the transactions contemplated therein, the “**Restructuring Transactions**”) that will be implemented and consummated pursuant to a chapter 11 plan of reorganization (as may be modified in accordance with Section 9 hereof and on terms consistent with those set forth in this Agreement, the Term Sheet, and the Definitive Documents (as defined below), the “**Plan**”) in cases commenced under chapter 11 (the “**Chapter 11 Cases**”) of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, the Restructuring will be consummated in accordance with this Agreement and the Term Sheet and the Term Sheet is the product of arm’s length, good faith discussions between the Parties and their respective professionals;

WHEREAS, as of the date hereof, the Consenting Lenders hold, in the aggregate, (i) approximately 33.3% of the aggregate outstanding principal amount of the loans and other obligations relating to the revolving credit facility (the “**Revolving Credit Facility**”) incurred under that certain credit agreement, dated May 7, 2010, by and among Aspect Software Parent, Inc., Aspect Software, Inc., Davox International Holdings, LLC, VoiceObjects Holdings Inc., Voxeo Plaza Ten, LLC, the lenders party thereto, and Wilmington Trust, National Association as successor administrative agent (as amended, modified, or otherwise supplemented from time to time prior to the date hereof, the “**First Lien Credit Agreement**”, and the claims and other obligations arising under the Revolving Credit Facility, the “**Revolving Loan Claims**”), (ii) approximately 94% of the aggregate outstanding principal amount of the term loans (the “**Term Loans**”) incurred under the First Lien Credit Agreement (the claims and other obligations arising under the Term Loans, the “**Term Loan Claims**” and, together with the Revolving Loan Claims and any related claims, obligations and interests thereto, the “**First Lien Claims**”), and (iii) approximately 42% of the aggregate outstanding principal amount of the 10.625% second lien notes due 2017 (the “**Second Lien Notes**”) issued under that certain indenture dated May 7, 2010, by and among Aspect Software, Inc., as issuer, each of the guarantors named therein, the lenders party thereto, and U.S. Bank National Association as collateral agent (as amended, modified, or otherwise supplemented from time to time prior to the date hereof, the “**Second Lien Indenture**” and such claims and other obligations arising thereunder, the “**Second Lien Note Claims**”);

WHEREAS, the Parties desire to express to each other their mutual support and commitment in respect of the matters related to the Plan and hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Certain Definitions.

Additionally, as used in this Agreement, the following terms have the following meanings:

(a) “Backstop Agreement” means the Backstop Agreement, to be negotiated and executed, by and among Aspect and the Backstop Parties, as may be amended, supplemented, or otherwise modified from time to time in accordance therewith and in accordance with the terms of this Agreement, including all exhibits thereto.

(b) “DIP Commitment” means, with respect to each DIP Lender, such DIP Lender’s Commitment (as defined in the DIP Credit Agreement), which shall equal the amount set forth next to such DIP Lender’s name in the table attached hereto as Exhibit C.

(c) “DIP Lenders” means those parties that are set forth in the schedule attached hereto as Exhibit C (or their designees, so long as such designees are affiliated entities).

(d) “Effective Date” means the effective date of the Plan.

(e) “Plan Support Effective Date” means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Company, (ii) holders of at least 66 2/3% of the outstanding principal amount of the First Lien Claims and, (iii) holders of at least 40% of the outstanding principal amount of the Second Lien Note Claims.

(f) “Plan Support Period” means the period commencing on the Plan Support Effective Date and ending on the earlier of the (i) date on which this Agreement is terminated in accordance with Section 5 hereof and (ii) the Effective Date.

(g) “Requisite Cross-Over Lenders” means, as of the date of determination, the Backstop Parties holding at least a majority of the aggregate outstanding principal amount of the Term Loan Claims held by the Backstop Parties as of such date.

(h) “Requisite First Lien Lenders” means, as of the date of determination, Consenting First Lien Lenders that are members of the Consenting First Lien Committee holding at least a majority of the aggregate outstanding principal amount of the First Lien Claims held by all of the Consenting First Lien Lenders that are members of the Consenting First Lien Committee as of such date.

(i) “Requisite Lenders” means both the Requisite First Lien Lenders and Requisite Cross-Over Lenders.

(j) “Tax” or “Taxes” means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under §59A of the Internal Revenue Code of 1986, as amended), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and including any liability under Treasury Regulation § 1.1502-6 or any analogous or similar state, local or non-U.S. law or regulation.

2. **Definitive Documents.**

(a) The definitive documents (the “***Definitive Documents***”) with respect to the Restructuring shall include all documents (including any related orders, agreements, instruments, schedules or exhibits) that are contemplated by the Plan and that are otherwise necessary or desirable to implement, or otherwise relate to the Restructuring, including, without limitation: (i) the Plan; (ii) the documents to be filed in the supplement to the Plan (collectively, the “***Plan Supplement***”); (iii) the disclosure statement for the Plan that is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code (the “***Disclosure Statement***”); (iv) the motion seeking approval of the Disclosure Statement (the “***Disclosure Statement Motion***”) and the order approving the Disclosure Statement (the “***Disclosure Statement Order***”); (v) the order confirming the Plan (the “***Confirmation Order***”); (vi) the Backstop Agreement; (vii) the motion seeking approval of the Backstop Agreement (the “***Backstop Agreement Motion***”) and the order approving the same (the “***Backstop Agreement Order***”); (viii) the Rights Offering Procedures; (ix) the motion seeking approval of the Rights

Offering Procedures (the “**Rights Offering Motion**”); (x) the motion seeking approval of the Company’s assumption of this Agreement (the “**PSA Assumption Motion**”) and the order approving the same (the “**PSA Assumption Order**”); (xi) the motion seeking approval of the Company’s incurrence of postpetition debt financing provided by, *inter alia*, certain members of the Consenting First Lien Committee (the “**DIP Motion**”) and the credit agreement with respect thereto (the “**DIP Credit Agreement**”); (xii) the order approving the Company’s incurrence of postpetition financing pursuant to the DIP Credit Agreement on an interim basis (the “**Interim DIP Order**”); (xiii) the order approving the Company’s incurrence of postpetition financing pursuant to the DIP Credit Agreement on a final basis (the “**Final DIP Order**”), and together with the Interim DIP Order, the “**DIP Orders**”); (xiv) the credit agreement with respect to the New First Lien Term Loans, and any agreements, documents or instruments related thereto (the “**Exit Term Loan Agreements**”); (xv) the HoldCo PIK Convertible Notes Indenture and any agreements, documents or instruments related thereto; (xvi) the credit agreement or similar debt documents with respect to the New First Lien Revolver, and any agreements, documents, or instruments related thereto (the “**New First Lien Revolver Documents**”); and (xvii) any organizational documents, shareholder and member related agreements or other governance documents for the reorganized Company. Each of the Definitive Documents shall (1) contain terms and conditions consistent in all material respects with this Agreement and the Term Sheet and (2) shall otherwise be reasonably satisfactory in all respects to the Company and the Requisite Lenders, including with respect to any modifications, amendments, or supplements to such Definitive Documents at any time during the Plan Support Period; *provided, however*, that solely with respect to the Definitive Documents referenced in clause (xvii) hereof, the Requisite First Lien Lenders shall only have such consent rights to terms that materially affect the Consenting First Lien Lenders; *provided further, however*, that (1) the Exit Term Loan Agreements, DIP Orders, and DIP Credit Agreement shall be in form and substance acceptable to the Requisite First Lien Lenders in all respects and (2) the Backstop Agreement and any documentation with respect to the HoldCo PIK Convertible Notes, including instruments, schedules, or exhibits with respect thereto, shall be acceptable to the Backstop Parties in all respects.

3. **Agreements of the Consenting Lenders.**

(a) During the Plan Support Period, subject to the terms and conditions hereof, each Consenting Lender agrees, solely with respect to itself, that:

(i) it will use its commercially reasonable efforts to support the Restructuring and the transactions contemplated by the Term Sheet, as applicable, and to act in good faith and take all reasonable actions necessary to consummate the Restructuring and the transactions contemplated by the Term Sheet and the Plan, in a manner consistent with this Agreement, including the timelines set forth herein;

(ii) solely if it is a Backstop Party, and not with respect to any other Party hereto, subject to the terms and conditions of this Agreement, execution of the Backstop Agreement in accordance with Section 2 hereof and approval by the Bankruptcy Court of the Backstop Agreement and the Rights Offering Procedures, each Backstop Party irrevocably agrees to backstop the Rights Offering;

(iii) it shall not (A) direct any administrative agent, collateral agent, or indenture trustee (as applicable) to take any action inconsistent with such Consenting Lender's obligations under this Agreement, and, if any applicable administrative agent, collateral agent, or indenture trustee takes any action inconsistent with such Consenting Lender's obligations under this Agreement, such Consenting Lender shall use its commercially reasonable efforts to request that such administrative agent, collateral agent, or indenture trustee to cease and refrain from taking any such action (but shall not be required to incur any indemnification obligations in respect of such request or otherwise), or (B) directly or indirectly, or encourage any other person or entity to directly or indirectly, (x) object to, delay, impede, or take any other action or any inaction to interfere with the acceptance, implementation, consummation, or amendment (whether before or after confirmation, *provided* that such amendment is consistent with this Agreement) of the Plan; (y) propose, file, support, vote for, or take any other action in furtherance of any restructuring, workout, plan of arrangement, or plan of reorganization for the Company that is inconsistent with this Agreement or the Term Sheet; or (z) exercise any right or remedy for the enforcement, collection, or recovery of any claim against the Company or any direct or indirect subsidiaries of the Company that do not file for chapter 11 under the Bankruptcy Code except in a manner consistent with this Agreement, the DIP Orders and the DIP Credit Agreement, as applicable;

(iv) subject to the receipt of the Disclosure Statement pursuant to the Disclosure Statement Order, it shall (A) timely vote or cause to be voted any First Lien Claims and Second Lien Note Claims (as applicable) it holds that are subject to this Agreement to accept the Plan (to the extent permitted to vote) by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis following commencement of the solicitation of acceptances of the Plan in accordance with sections 1125(g) and 1126 of the Bankruptcy Code, (B) not change or withdraw such vote or the elections described below (or cause or direct such vote or elections to be changed or withdrawn); provided, however, that such vote or elections may, upon written notice to the Company and the other Parties, be revoked (and, upon such revocation, deemed void *ab initio*) by any Consenting Lender at any time following the expiration of the Plan Support Period, (C) to the extent it is permitted to elect whether to opt out of the releases set forth in the Plan, not elect to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot or ballots indicating such election, and (D) solely with respect to each Backstop Party, make the First Lien Equitization Election with respect to an amount of First Lien Claims equal to its First Lien Equitization Amount by timely delivering its duly executed and completed ballot or ballots indicating such election;¹ and

(v) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate the solicitation of votes on the Plan, approval of the Disclosure Statement, and confirmation and consummation of the Plan (it being understood that the Consenting Lenders shall not be required to incur any material costs, expense or liability in connection therewith).

¹ The amount of First Lien Claims that each Backstop Party shall equitize pursuant to the First Lien Equitization Treatment is set forth in **Exhibit D** attached hereto, which shall be subject to change upon the inclusion of additional backstop parties on terms consistent with this Agreement.

(b) Transfers. During the Plan Support Period, subject to the terms and conditions hereof, each Consenting Lender agrees, solely with respect to itself, that it shall not sell, use, pledge, assign, transfer, permit the participation in, or otherwise dispose of (each, a “**Transfer**”) any ownership (including any beneficial ownership)² in the First Lien Claims or Second Lien Note Claims (collectively, the “**Debtor Claims**”), as applicable, or any option thereon or any right or interest therein (including by granting any proxies or depositing any interests in the First Lien Claims or Second Lien Note Claims into a voting trust or by entering into a voting agreement with respect to the First Lien Claims or Second Lien Note Claims), unless the intended transferee (A) is a Consenting Lender or (B) executes and delivers to counsel to the Company on the terms set forth below an executed form of the transfer agreement in the form attached hereto as **Exhibit B** (a “**Transfer Agreement**”) before such Transfer is effective (it being understood that any Transfer shall not be effective as against the Company until notification of such Transfer and a copy of the executed Transfer Agreement is received by counsel to the Company, in each case, on the terms set forth herein) (such transfer, a “**Permitted Transfer**” and such party to such Permitted Transfer, a “**Permitted Transferee**”); *provided, however*, that notwithstanding anything herein to the contrary, any Transfer by a Backstop Party of its First Lien Claims shall, during the Plan Support Period, in addition to the requirements set forth in this Section 3(b) shall also include an enforceable obligation reflected in a separate form of joinder agreement, which form shall be agreed upon in form and substance reasonably satisfactory to the Company and the Requisite Lenders within five (5) business days of the Petition Date, that the Permitted Transferee make a First Lien Equitization Election with respect to the lesser of (i) the full amount of such transferred First Lien Claims and (ii) such Backstop Party’s then-outstanding First Lien Equitization Amount.

(i) Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Consenting Lender (other than any Backstop Party with respect to any of its First Lien Claims) from settling or delivering any Debtor Claims to settle any confirmed transaction pending as of the date of such Consenting Lender’s entry into this Agreement (subject to compliance with applicable securities laws and it being understood that such Debtor Claims so acquired and held (i.e., not as a part of a short transaction) shall be subject to the terms of this Agreement), (ii) a Qualified Marketmaker³ that acquires any Debtor Claims with the purpose and intent of acting as a Qualified Marketmaker for such Debtor Claims, shall not be required to execute and deliver to counsel a Transfer Agreement or otherwise agree to be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Debtor Claims (by purchase, sale, assignment, participation, or otherwise) within ten (10) business days of its acquisition to a Consenting Lender or Permitted Transferee and the transfer otherwise is a Permitted Transfer, and (iii) to the

² As used herein, the term “**beneficial ownership**” means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, the Debtor Claims or the right to acquire such Debtor Claims.

³ As used herein, the term “**Qualified Marketmaker**” means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers claims against the Company (or enter with customers into long and short positions in claims against the Company), in its capacity as a dealer or market maker in claims against the Company and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the First Lien Claims or Second Lien Note Claims (as applicable) that it acquires from a holder of First Lien Claims or Second Lien Note Claims that is not a Consenting Lender to a transferee that is not a Consenting Lender at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transfer Agreement.

(ii) This Agreement shall in no way be construed to preclude the Consenting Lenders from acquiring additional Debtor Claims; provided, however, that (a) any Consenting Lender that acquires additional Debtor Claims during the Plan Support Period shall promptly notify the Company, counsel to the Consenting Cross Over Committee and counsel to the Consenting First Lien Committee of such acquisition, including the amount of such acquisition, (b) such acquired Debtor Claims shall automatically and immediately upon acquisition by a Consenting Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to the Company), in the case of each of clauses (a) and (b), other than with respect to any Debtor Claims acquired by such Consenting Lender in its capacity as a Qualified Marketmaker, in accordance with Section 3(b)(i), and (c) no Transfer shall, in and of itself, release any Backstop Party from its obligations under the Backstop Agreement, it being understood that the Transfer of commitments under the Backstop Agreement shall be governed by the Backstop Agreement.

(iii) This Section 3 shall not impose any obligation on the Company to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Lender to Transfer any Debtor Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a “cleansing letter” or other public disclosure of information (each such executed agreement, a “**Confidentiality Agreement**”), the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms.

(iv) Any Transfer made in violation of this Section 3(b) shall be void *ab initio*.

(c) During the Plan Support Period, each DIP Lender agrees, solely with respect to itself and not with respect to any other DIP Lender, subject to the terms and conditions set forth herein, in the Term Sheet and in the definitive documentation governing the DIP Facility, including, without limitation, the DIP Credit Agreement and the DIP Orders, to provide its DIP Commitment pursuant to the DIP Credit Agreement.

4. Agreements of the Company.

(a) During the Plan Support Period, subject to the terms and conditions hereof, the Company agrees that it shall, and shall cause each of its subsidiaries included in the definition of Company to, without limitation:

(i) (A)(1) commence the Chapter 11 Cases on or before 11:59 p.m. Eastern Time on March 9, 2016 (as such date may be extended with the consent of the Requisite

Lenders, the “Outside Petition Date,” and the actual commencement date, the “Petition Date”), (2) complete and file, within the timeframes contemplated herein, the Plan, Disclosure Statement and the other Definitive Documents, and (3) use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Disclosure Statement Order and Confirmation Order within the timeframes contemplated by this Agreement; and (B) use commercially reasonable efforts to obtain any and all required regulatory and/or third-party approvals for the Restructuring embodied in the Plan, if any;

(ii) continue to operate its businesses in accordance with its business judgment, and confer with the Requisite Lenders and their respective representatives, as reasonably requested, to report on operational matters and the general status of ongoing operations. Notwithstanding the generality of the foregoing, the Company shall, except as expressly contemplated by this Agreement or with the prior written consent of the Requisite Lenders, and, subject to applicable bankruptcy law, use commercially reasonable efforts consistent with the Restructuring to (A) continue to operate its businesses in compliance with all applicable laws, rules and regulations in all material respects, (B) maintain its physical assets, properties and facilities in their current working order, condition and repair as of the date hereof, ordinary wear and tear excepted, (C) perform all obligations required to be performed by the Company under any executory contracts or unexpired leases that have not been rejected by order of the Bankruptcy Court, (D) maintain its books and records on a basis consistent with prior practice, (E) bill for products sold or services rendered and pay accounts payable in a manner generally consistent with past practice, but taking into account the Restructuring, (F) maintain all insurance policies, or suitable replacements therefor, in full force and effect through the close of business on the Effective Date, (G) provide the Requisite Lenders with updated financial information concerning the Company upon reasonable request, (H) neither encumber nor enter into any material new leases, licenses or other use or occupancy agreements for real property or any part thereof, (I) timely pay any and all required fees and taxes with respect to patents (if any), patent applications (if any), any trademark applications and any registered trademarks, (J) not enter into any collective bargaining agreement, works council or similar agreement with any labor union or labor organization representing employees of the Company, except as a result of an automatic renewal or annual rate modifications or as required by applicable law or existing contract and (K) not enter into or amend any executive employment agreements or any management compensation, severance or incentive plans, including any equity arrangements, except as contemplated by the Plan;

(iii) (A) support and take all reasonable actions necessary or reasonably requested by the Requisite Lenders to facilitate the solicitation, confirmation and consummation of the Restructuring, the Plan and the transactions contemplated thereby, and (B) not take any action directly or indirectly that is inconsistent with, or that would reasonably be expected to prevent, interfere with, delay or impede the approval of the Disclosure Statement, the solicitation of votes on the Plan, and the confirmation and consummation of the Plan and the Restructuring, including soliciting or causing or allowing any of its agents or representatives to solicit any agreements relating to any chapter 11 plan or restructuring transaction (including, for the avoidance of doubt, a transaction premised on an asset sale under section 363 of the Bankruptcy Code) other than the Restructuring (an “*Alternative Transaction*”), and (C) not, nor encourage any other person to, take any action which would, or would reasonably be expected to, breach or be inconsistent with this Agreement or delay, impede, appeal, or take any other

negative action, directly or indirectly, to interfere with the acceptance or implementation of the Restructuring.

(iv) (A) file on the Petition Date such first day motions and pleadings that are reasonably acceptable, in form and substance, to the Requisite Lenders;

(B) (i) file the Plan, the PSA Assumption Motion, the Disclosure Statement (other than any exhibits attached thereto), and the Disclosure Statement Motion with the Bankruptcy Court within 14 calendar days of the Petition Date; (ii) obtain approval of the Disclosure Statement Motion within 50 calendar days of the Petition Date, and (iii) obtain entry of the Confirmation Order within 90 calendar days of the Petition Date (such date that the Confirmation Order is entered, the “**Confirmation Date**”);

(C) cause the Confirmation Order to become effective and enforceable immediately upon its entry and to have the period in which an appeal thereto must be filed commence immediately upon its entry;

(v) obtain authority pursuant to the DIP Orders, to pay all pre and postpetition reasonable and documented fees and expenses of (A) the Consenting First Lien Committee and their advisors, including, without limitation, the fees and expenses of (1) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as co-counsel to the Consenting First Lien Committee, (2) Young Conaway Stargatt & Taylor LLP, as co-counsel to the Consenting First Lien Committee, and (3) PJT Partners LP, as financial advisor to the Consenting First Lien Committee, and (B) the Consenting Cross-Over Committee, and their advisors, including, without limitation, the fees and expenses of (1) Centerview Partners LLC, as financial advisors to the Consenting Cross-Over Committee, (2) Weil, Gotshal & Manges LLP, as counsel to the Consenting Cross-Over Committee, and (3) Morris, Nichols, Arsht & Tunnell LLP, as Delaware counsel to the Consenting Cross-Over Committee, *provided, however*, that the Company shall not be responsible under this Agreement or the DIP Orders for any fees or expenses referenced in subclause (B) hereof incurred after termination of this Agreement.

(vi) provide draft copies of all “first day” motions or applications and other documents the Company intends to file with the Bankruptcy Court on the Petition Date to counsel to the Consenting First Lien Committee and counsel to the Cross-Over Lender Group at least three (3) days prior to the date when the Company intends to file such document and shall consult in good faith with such parties regarding the form and substance of any such proposed filing with the Bankruptcy Court. The Company will use good faith efforts to provide draft copies of all other material pleadings the Company intends to file with the Bankruptcy Court to counsel to the Consenting First Lien Committee and counsel to the Cross-Over Lender Group, within a reasonable time prior to filing such pleading to the extent reasonably practicable and shall consult in good faith with such counsel regarding the form and substance of any such proposed pleading;

(vii) maintain their good standing under the laws of the state in which they are incorporated or organized;

(viii) timely file with the Bankruptcy Court a formal written objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases or (D) modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization;

(ix) provide to the Consenting Lenders and/or their respective professionals, upon reasonable advance notice to the Company, (A) reasonable access (without any material disruption to the conduct of the Company's business) during normal business hours to the Company's books, records and facilities, (B) reasonable access to the respective management and advisors of the Company for the purposes of evaluating the Company's finances and operations and participating in the planning process with respect to the Restructuring and (C) prompt access to any information provided to any existing or prospective financing sources (including lenders under any exit financing);

(x) use their commercially reasonable efforts to preserve intact in all material respects their current business organizations, keep available the services of their current officers and material employees (in each case, other than voluntary resignations, terminations for cause or terminations consistent with applicable fiduciary duties) and preserve in all material respects their relationships with customers, sales representatives, suppliers, distributors and others, in each case, having material business dealings with the Company (other than terminations for cause or consistent with applicable fiduciary duties);

(xi) provide prompt written notice to the Consenting Lenders between the date hereof and the Effective Date of (A) the occurrence, or failure to occur, of any event of which the Company has actual knowledge which occurrence or failure would be likely to cause (1) any representation or warranty of the Company contained in this Agreement to be untrue or inaccurate in any material respect, (2) any covenant of the Company contained in this Agreement not to be satisfied in any material respect or (3) any condition precedent contained in the Plan or this Agreement not to occur or become impossible to satisfy, (B) receipt of any written notice from any third party alleging that the consent of such party is or may be required in connection with the transactions contemplated by the Restructuring, (C) receipt of any written notice from any governmental body in connection with this Agreement or the transactions contemplated by the Restructuring, (D) receipt of any written notice of any proceeding commenced, or, to the actual knowledge of the Company, threatened against the Company, relating to or involving or otherwise affecting in any material respect the transactions contemplated by the Restructuring, and (E) any failure of the Company to comply, in any material respect, with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder;

(xii) promptly notify the other Parties in writing following the receipt, in writing, of notice of any material governmental or third party complaints, litigations, investigations or hearings (or communications indicating that the same may be contemplated or threatened);

(b) Negative Covenants. The Company agrees that, for the duration of the Plan Support Period, the Company shall not take any action inconsistent with, or omit to take any action required by, this Agreement, the Plan, or any of the other Definitive Documents.

(c) Automatic Stay. The Company acknowledges and agrees and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the fullest extent permitted by law, the applicability of the automatic stay to the giving of such notice).

5. Termination of Agreement.

(a) Automatic Termination. This Agreement shall terminate automatically, without any further action required by any Party, upon the occurrence of any of the following events: (i) entry of an order denying confirmation of the Plan, (ii) the occurrence of the Effective Date, (iii) an order confirming the Plan is reversed or vacated, or (iv) any court of competent jurisdiction has entered a final, non-appealable judgment or order declaring this Agreement to be unenforceable.

(b) Consenting Lender Termination Events. This Agreement may be terminated by (i) the Requisite First Lien Lenders and/or (ii) the Requisite Cross-Over Lenders, in each case by the delivery to the Company, and counsel to the other Consenting Lenders, other than the Consenting Lenders seeking to terminate this Agreement pursuant to this Section 5(b) (such Consenting Lenders seeking to terminate, the “***Terminating Consenting Lenders***”) of a written notice in accordance with Section 19 hereof, upon the occurrence and continuation of any of the following events:

(i) as of 11:59 p.m. Eastern Time on the Outside Petition Date, as such date may be extended with the prior written consent of Requisite Lenders, if the Chapter 11 Cases shall not have been filed by such time;

(ii) the Company fails to file the Plan, the Disclosure Statement, and the Disclosure Statement Motion on or before the date that is fourteen (14) calendar days after the Petition Date;

(iii) the Bankruptcy Court (A) denies approval of the Disclosure Statement Motion or (B) fails to enter the Disclosure Statement Order, within fifty (50) calendar days after the Petition Date;

(iv) the Bankruptcy Court (A) denies approval of the PSA Assumption Motion or (B) fails to enter the PSA Assumption Order within fifty (50) calendar days after the Petition Date or by the deadline by which to obtain entry of the Disclosure Statement Order set forth in Section 5(b)(iii);

(v) the Bankruptcy Court fails to enter the Confirmation Order within ninety (90) calendar days after the Petition Date;

(vi) the Backstop Agreement is not executed by the Company and the Backstop Parties on or before the date that is fourteen (14) calendar days after the Petition Date;

(vii) the breach by any Party other than the Terminating Consenting Lenders, of (a) any affirmative or negative covenant contained in this Agreement or (b) any other obligations of such breaching Party set forth in this Agreement, in each case, in any material respect (without giving effect to any “materiality” qualifiers set forth therein), and, in either respect, to the extent such breach would have a material adverse effect on the consummation of the Restructuring and which breach remains uncured for a period of five (5) calendar days following such breaching Party’s receipt of notice pursuant to Section 19 hereof (as applicable);

(viii) any representation or warranty in this Agreement made by the Company shall have been untrue in any material respect when made or shall have become untrue in any material respect, and such breach remains uncured for a period of ten (10) calendar days following the Company’s receipt of notice pursuant to Section 19 hereof (as applicable);

(ix) the Company files any motion, pleading, or related document with the Bankruptcy Court in a manner that is materially inconsistent with this Agreement, the Term Sheet, or the Plan, and such motion, pleading, or related document has not been withdrawn after three (3) business days of the Company receiving written notice in accordance with Section 19 that such motion, pleading, or related document is materially inconsistent with this Agreement, the Term Sheet, or the Plan;

(x) the Bankruptcy Court (A) does not enter the Interim DIP Order on or before the date that is five (5) calendar days after the Petition Date, or (B) does not enter the Final DIP Order on or before the date that is thirty-five (35) calendar days after the Petition Date;

(xi) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the consummation of or rendering illegal the Plan or the Restructuring or any material portion thereof, and either (A) such ruling, judgment or order has been issued at the request of or with the acquiescence of the Company, or (B) in all other circumstances, such ruling, judgment or order has not been reversed or vacated within thirty (30) calendar days after such issuance;

(xii) any of the Definitive Documents or any related order entered by the Bankruptcy Court is not in form and substance as provided in Section 2 or shall have been materially amended, modified, vacated, abrogated, terminated, or otherwise are not in full force and effect in each case except to the extent otherwise permitted by Section 2 hereof;

(xiii) the Bankruptcy Court (or other court of competent jurisdiction) enters an order (A) directing the appointment of an examiner with expanded powers or a trustee in any of the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (C) dismissing any of the Chapter 11 Cases, (D) invalidating, disallowing, subordinating, or limiting the enforceability, priority, or validity of any of the First Lien Claims or Second Lien Note Claims, or (E) the effect of which would render the Plan incapable of consummation on the terms set forth in this Agreement or the Term Sheet;

(xiv) the Company's consensual use of cash collateral has been terminated in accordance with the terms of the DIP Orders;

(xv) other than pursuant to any relief sought by the Company that is not materially inconsistent with its obligations under this Agreement or the Plan, the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with respect to any assets of the Company having an aggregate fair market value in excess of \$5 million without the prior written consent of the Requisite Lenders;

(xvi) the Backstop Agreement shall have been terminated in accordance with its terms;

(xvii) the Company files, or supports (or fails to timely object to) another party in filing (A) a motion or pleading challenging the amount, validity or priority of any First Lien Claims or Second Lien Note Claims or (B) any plan of reorganization, liquidation, or sale of all or substantially all of the Company's assets other than the Restructuring set forth herein;

(xviii) the Company fails to file the Backstop Agreement Motion within 14 calendar days after the Petition Date;

(xix) the Bankruptcy Court fails to enter the Backstop Agreement Order within fifty (50) calendar days after the Petition Date;

(xx) if the Company (A) withdraws the Plan, (B) publicly announces its intention not to support the Plan or the Restructuring, (C) files a motion with the Bankruptcy Court seeking the approval of an Alternative Transaction, or (D) agrees to pursue (including, for the avoidance of doubt, as may be evidenced by a term sheet, letter of intent, or similar document) or publicly announces its intent to pursue an Alternative Transaction;

(xxi) if the Definitive Documents and any amendments, modifications, or supplements thereto do not comply with Section 2 or Section 10 of this Agreement, as applicable; *provided* that such Definitive Documents or amendments, modifications or supplements thereto were not modified to be consistent with Section 2 or Section 10, as applicable, or withdrawn within five (5) business days following such breaching Party's receipt of notice pursuant to Section 19 hereof;

(xxii) the Bankruptcy Court enters an order modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization (including the Plan); or

(xxiii) the Effective Date shall not have occurred on or before the date that is one hundred and five (105) calendar days after the Petition Date unless such deadline is otherwise extended with the consent of the Requisite Lenders.

(c) A "Company Termination Event" shall mean any of the following:

(i) the breach by one or more of the (A) Consenting First Lien Lenders representing in excess of 50.01% of the aggregate principal amount of the First Lien

Claims held by the Consenting First Lien Lenders or (B) Consenting Cross-Over Committee representing in excess of 50.01% of the aggregate principal amount of the Second Lien Note Claims held by the Consenting Cross-Over Committee, in each case with respect to any of the representations, warranties or covenants of such Consenting Lenders, set forth in this Agreement to the extent such breach would have a material adverse effect on the consummation of the Restructuring, and which breach remains uncured for a period of seven (7) business days after the receipt by the applicable Consenting Lender from the Company of written notice of such breach;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the consummation of or rendering illegal the Plan or the Restructuring or any material portion thereof, and either (A) such ruling, judgment or order has been issued at the request of or with the acquiescence of the Company, or (B) in all other circumstances, such ruling, judgment or order has not been reversed or vacated within thirty (30) calendar days after such issuance; or

(iii) the board of directors, managers, or similar governing body, as applicable, of any Company entity determines that continued performance under this Agreement (including taking any action or refraining from taking any action) would be inconsistent with the exercise of its fiduciary duties under applicable law (as reasonably determined by such Company entity in good faith after consultation with legal counsel).

(d) Mutual Termination. This Agreement may be terminated by mutual agreement of the Company and the Requisite Lenders upon the receipt of written notice delivered in accordance with Section 19 hereof.

(e) Effect of Termination. Upon the termination of this Agreement in accordance with this Section 5, and except as provided in Section 13 hereof, this Agreement shall forthwith become null and void and of no further force or effect as to all Parties and each Party shall, except as provided otherwise in this Agreement, be immediately released from its liabilities, obligations, commitments, undertakings and agreements under or related to this Agreement and shall have all the rights and remedies that it would have had and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement; provided, however, that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination. Upon any such termination of this Agreement, each Consenting Lender may, upon written notice to the Company and the other Parties, revoke its vote or any consents given by such Consenting Lender prior to such termination, whereupon any such vote or consent shall automatically be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this Agreement and such consents or ballots may be changed or resubmitted regardless of whether the applicable voting deadline has passed (without the need to seek a court order or consent from the Company allowing such change or resubmission).

6. Definitive Documents; Good Faith Cooperation; Further Assurances.

Subject to the terms and conditions described herein, during the Plan Support Period, each Party, severally and not jointly, hereby covenants and agrees to reasonably cooperate with each other in good faith in connection with the negotiation, drafting, execution (to the extent such Party is a party thereto) and delivery of the Definitive Documents. Furthermore, subject to the terms and conditions hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, including making and filing any required regulatory filings (provided, however, that no Consenting Lender shall be required to incur any material cost, expense or liability in connection therewith).

7. Representations and Warranties.

(a) Each Party, severally and not jointly, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date a Consenting Lender becomes a party hereto):

(i) such Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement and carry out the transactions contemplated hereby and perform its obligations contemplated hereunder; and the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part;

(ii) the execution, delivery and performance by such Party of this Agreement does not and will not (A) violate any provision of law, rule or regulation applicable to it, its charter or bylaws (or other similar governing documents), or (B) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it is a party;

(iii) the execution, delivery and performance by such Party of this Agreement does not and will not require any registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or governmental authority or regulatory body, except such filings as may be necessary and/or required by the SEC; and

(iv) this Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

(b) Each Consenting Lender severally (and not jointly), represents and warrants to the Company that, as of the date hereof (or as of the date such Consenting Lender becomes a party hereto), such Consenting Lender (i) is the beneficial owner of the aggregate principal amount of First Lien Claims and Second Lien Note Claims (as applicable) set forth below its name on the signature page hereof (or below its name on the signature page of a

Transfer Agreement for any Consenting Lender that becomes a party hereto after the date hereof), and/or (ii) has, with respect to the beneficial owners of such First Lien Claims and Second Lien Notes (as applicable), (A) sole investment or voting discretion with respect to such First Lien Claims and Second Lien Notes (as applicable), (B) full power and authority to vote on and consent to matters concerning such First Lien Claims and Second Lien Notes (as applicable), or to exchange, assign and transfer such First Lien Claims and Second Lien Notes (as applicable), and (C) full power and authority to bind or act on the behalf of, such beneficial owners.

8. Disclosure; Publicity.

(a) On or before the Petition Date, the Company shall disseminate a press release disclosing the existence of this Agreement and the terms hereof and of the Plan (including any schedules and exhibits thereto that are filed with the Bankruptcy Court on the Petition Date) with such redactions as may be reasonably requested by counsel to any Consenting Lender to maintain the confidentiality of the items provided below in Section 8(b), except as otherwise required by law.

(b) The Company shall submit drafts to counsel to the Consenting Lenders of any press releases, public documents and any and all filings with the SEC that constitute disclosure of the existence or terms of this Agreement or any amendment to the terms of this Agreement at least two (2) business days prior to making any such disclosure, and shall afford them a reasonable opportunity under the circumstances to comment on such documents and disclosures and shall consider any such comments in good faith. Except as required by law or otherwise permitted under the terms of any other agreement between the Company on the one hand, and any Consenting Lender, on the other hand, no Party or its advisors (including counsel to any Party) shall disclose to any person (including, for the avoidance of doubt, any other Consenting Lender), other than advisors to the Company, **Exhibit D** or the principal amount or percentage of any Revolving Loan Claims, Term Loan Claims, Second Lien Note Claims, or any other securities of the Company held by any Party, in each case, without such Party's prior written consent; provided, however, that (i) if such disclosure is required by law, subpoena, or other legal process or regulation, the disclosing Party shall afford the relevant Party a reasonable opportunity to review and comment in advance of such disclosure and shall take all reasonable measures to limit such disclosure (the expense of which, if any, shall be borne by the relevant disclosing Party) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Revolving Loan Claims and Term Loan Claims held by all the Consenting Lenders collectively and aggregate principal amount of Second Lien Note Claims held by the Consenting Lenders collectively. Notwithstanding the provisions in this Section 8, any Party may disclose, to the extent consented to in writing by a Consenting Lender (including Section 10 hereof), such Consenting Lender's individual holdings.

9. Amendments and Waivers.

During the Plan Support Period this Agreement, including any exhibits or schedules hereto may not be waived, modified, amended or supplemented except in a writing signed by the Company and the Requisite Lenders; provided, however, that (i) any modification, amendment, or change to the definition of Requisite First Lien Lenders shall require the prior

written consent of each Consenting First Lien Lender that is a member of the Consenting First Lien Committee, (ii) any modification, amendment, or change to the definition of the Requisite Cross-Over Lenders shall require the prior written consent of each Consenting Cross-Over Lender that is a member of the Consenting Cross-Over Committee, and (iii) any modification, amendment, or change to this Section 9 or the definition of Requisite Lenders shall require the prior written consent of each Consenting Lender; provided further, however, that any waiver, modification, amendment or supplement that disproportionately and adversely affects the economic recoveries or treatment of any Consenting Lender under the Plan may not be made without the prior written consent of such Consenting Lender.

10. Effectiveness.

This Agreement shall become effective and binding on the Parties on the Plan Support Effective Date, and not before such date; provided, however, that signature pages executed by Consenting Lenders shall be delivered to (a) counsel to the Consenting First Lien Lenders and counsel to the Backstop Parties, as applicable, in an unredacted form (to be held on a confidential basis by such counsel in accordance with Section 8 hereof) and (b) the Company and its counsel in an unredacted form (to be held on a confidential basis by such counsel in accordance with Section 8 hereof).

11. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York, without giving effect to the conflicts of law principles thereof.

(b) Each of the Parties irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in any federal or state court in the Borough of Manhattan, the City of New York, and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement or the Restructuring Transactions. Each of the Parties agrees not to commence any proceeding relating hereto or thereto except in the courts described above in New York, other than proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each of the Parties further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Subject to the foregoing, each of the Parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement or the Restructuring Transactions, (i) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the proceeding in any such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced

in or by such courts. Notwithstanding the foregoing, during the pendency of the Chapter 11 Cases, all proceedings contemplated by this Section 11(b) shall be brought in the Bankruptcy Court.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12. Specific Performance/Remedies.

It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy, including an order of the Bankruptcy Court requiring any Party to comply promptly with any of its obligations hereunder.

13. Survival.

Notwithstanding the termination of this Agreement pursuant to Section 5 hereof, the agreements and obligations of the Parties set forth in the following Sections: 5(e), 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 hereof (and any defined terms used in any such Sections) shall survive such termination and shall continue in full force and effect for the benefit of the Consenting Lenders in accordance with the terms hereof; provided, however, that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

14. Headings.

The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

15. Successors and Assigns; Severability; Several Obligations.

This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives; provided, however, that nothing contained in this Section 15 shall be deemed to permit Transfers of interests in the First Lien Claims or the Second Lien Note Claims, other than in accordance with the express terms of this Agreement. If any provision of this Agreement, or the application

of any such provision to any person or entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. The agreements, representations and obligations of the Parties are, in all respects, several and neither joint nor joint and several.

16. No Third-Party Beneficiaries.

Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof.

17. Prior Negotiations; Entire Agreement.

This Agreement, including the exhibits and schedules hereto constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore executed between the Company and each Consenting Lender shall continue in full force and effect in accordance with its terms.

18. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

19. Notices.

All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers:

(1) If to the Company, to:

Aspect Software, Parent Inc.
2325 E. Camelback Road, Suite 700
Phoenix, AZ 85016
Attention: Stephen J. Beaver
(steve.beaver@aspect.com)

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua A. Sussberg, P.C.
(joshua.sussberg@kirkland.com)

- and -

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: William A. Guerrieri
(will.guerrieri@kirkland.com)

(2) If to a Consenting Lender that is a Backstop Party or a transferee thereof, to the addresses or facsimile numbers set forth below following such Consenting Lender's signature (or as directed by any transferee thereof), as the case may be, with a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Stephen Karotkin and Matt Barr
(stephen.karotkin@weil.com, matt.barr@weil.com)

(3) If to a Consenting Lender that is a member of the Consenting First Lien Committee, to the addresses or facsimile numbers set forth below following such Consenting Lender's signature, as the case may be, with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Alan W. Kornberg and Jacob A. Adlerstein
(akornberg@paulweiss.com, jadlerstein@paulweiss.com)

Any notice given by electronic mail, facsimile, delivery, mail or courier shall be effective when received.

20. Reservation of Rights; No Admission.

(a) Nothing contained herein shall (i) limit (A) the ability of any Party to consult with other Parties, or (B) the rights of any Party under any applicable bankruptcy, insolvency, foreclosure or similar proceeding, including, without limitation, the right to appear

as a party in interest in any matter to be adjudicated in order to be heard concerning any matter arising in the Chapter 11 Cases, in each case, so long as such consultation or appearance is consistent with such Party's obligations hereunder, or under the terms of the Plan or Backstop Agreement; (ii) limit the ability of any Consenting Lender to sell or enter into any transactions in connection with the Second Lien Note Claims or First Lien Claims, or any other claims against or interests in the Company, subject to the terms of Section 3(b) hereof; (iii) limit the rights of any Consenting Lender under the First Lien Credit Agreement or Second Lien Note Indenture, or any agreements executed in connection with the First Lien Credit Agreement or Second Lien Indenture, or (iv) constitute a waiver or amendment of any provision of the First Lien Credit Agreement or Second Lien Indenture, or any agreements executed in connection with the First Lien Credit Agreement or Second Lien Indenture.

(b) Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies and interests, including without limitation, its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in any bankruptcy case filed by the Company or any of its affiliates and subsidiaries. This Agreement and the Plan are part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rule of Evidence, any applicable state rules of evidence and any other applicable law, foreign or domestic, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as or be deemed to be evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

21. Relationship Among Consenting Lenders.

(a) It is understood and agreed that no Consenting Lender has any duty of trust or confidence in any kind or form with any other Consenting Lender, and, except as expressly provided in this Agreement, there are no commitments among or between them. In this regard, it is understood and agreed that any Consenting Lender may trade in the First Lien Claims and/or Second Lien Note Claims, or other debt or equity securities of the Company without the consent of the Company or any other Consenting Lender, subject to applicable securities laws, the terms of this Agreement and any confidentiality agreement entered into with the Company; provided, however, that no Consenting Lender shall have any responsibility for any such trading to any other person or entity by virtue of this Agreement. No prior history, pattern or practice of sharing confidences among or between the Consenting Lenders shall in any way affect or negate this understanding and agreement.

22. No Solicitation; Representation by Counsel; Adequate Information.

(a) This Agreement is not and shall not be deemed to be a solicitation for votes in favor of the Plan in the Chapter 11 Cases. The acceptances of the Consenting Lenders with respect to the Plan will not be solicited until such Consenting Lender has received the

Disclosure Statement and related ballots and solicitation materials, each as approved by the Bankruptcy Court.

(b) Each Party acknowledges that it has had an opportunity to receive information from the Company and that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

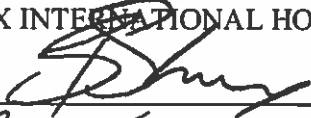
(c) Although none of the Parties intends that this Agreement should constitute, and they each believe it does not constitute, a solicitation or acceptance of a chapter 11 plan of reorganization or an offering of securities, each Consenting Lender acknowledges, agrees and represents to the other Parties that it (i) is an “accredited investor” as such term is defined in Rule 501(a) of the Securities Act of 1933, (ii) understands that any securities to be acquired by it pursuant to the Restructuring Transactions have not been registered under the Securities Act and that such securities are, to the extent not acquired pursuant to section 1145 of the Bankruptcy Code, being offered and sold pursuant to an exemption from registration contained in the Securities Act, based in part upon such Consenting Lender’s representations contained in this Agreement and cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available and (iii) has such knowledge and experience in financial and business matters that such Consenting Lender is capable of evaluating the merits and risks of the securities to be acquired by it pursuant to the Restructuring Transactions and understands and is able to bear any economic risks with such investment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacity as officers of the undersigned and not in any other capacity, as of the date first set forth above.

Company Signature Page to the Plan Support Agreement

ASPECT SOFTWARE PARENT, INC.
ASPECT SOFTWARE, INC.
VOICEOBJECTS HOLDINGS INC.
VOXEO PLAZA TEN, LLC
DAVOX INTERNATIONAL HOLDINGS, LLC

By: 
Name: *ROBERT KRAKAUER*
Title: *EVP CFO*

[Signature Page to Plan Support Agreement]

SIGNATURE PAGES REDACTED

[

EXHIBIT A

Term Sheet

ASPECT SOFTWARE PARENT, INC, ET AL.

RESTRUCTURING TERM SHEET

March 9, 2016

THIS TERM SHEET (THIS “TERM SHEET”) IS ATTACHED TO A PLAN SUPPORT AGREEMENT (THE “PSA”)¹ AND DESCRIBES THE MATERIAL TERMS OF A PROPOSED RESTRUCTURING (THE “RESTRUCTURING”) PURSUANT TO WHICH ASPECT SOFTWARE PARENT, INC. (“PARENT”) AND PARENT’S SUBSIDIARIES THAT ARE PARTIES TO THE PSA (COLLECTIVELY WITH PARENT, THE “COMPANY”) WILL RESTRUCTURE THEIR CAPITAL STRUCTURE THROUGH A JOINT PLAN OF REORGANIZATION (THE “PLAN”) FILED IN CONNECTION WITH VOLUNTARY CASES (THE “CHAPTER 11 CASES”) COMMENCED BY THE COMPANY UNDER CHAPTER 11 OF TITLE 11 OF THE UNITED STATES CODE (THE “BANKRUPTCY CODE”) IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE (THE “BANKRUPTCY COURT”).

THIS TERM SHEET DOES NOT CONSTITUTE AN OFFER OF SECURITIES OR A SOLICITATION OF THE ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN FOR PURPOSES OF SECTIONS 1125 AND 1126 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS TERM SHEET DOES NOT INCLUDE A DESCRIPTION OF ALL OF THE TERMS, CONDITIONS, AND OTHER PROVISIONS THAT ARE TO BE CONTAINED IN THE PLAN AND THE RELATED DEFINITIVE DOCUMENTATION GOVERNING THE RESTRUCTURING IDENTIFIED IN THE PSA. SUCH DEFINITIVE DOCUMENTS, ALL MOTIONS, AND RELATED ORDERS AND THE PLAN SOLICITATION DOCUMENTS SHALL SATISFY THE REQUIREMENTS OF THE BANKRUPTCY CODE, THE PSA, AND THIS TERM SHEET.

Summary	
Reorganized Company Capital Structure	<ul style="list-style-type: none"> • New First Lien Revolver (as defined below): \$30 million aggregate commitments as of the Effective Date (undrawn), subject to reduction to the extent a holder of a Revolving Loan Claim makes a First Lien Equitization Election. • Exit First Lien Term Loan (as defined below): \$386 million aggregate outstanding principal amount as of the Effective Date. • HoldCo PIK Convertible Notes (as defined below): \$60 million aggregate outstanding principal amount as of the Effective Date, which amount may be increased on the terms and conditions described herein.

¹

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the PSA.

Treatment of Claims and Equity	
DIP Facility Claims	<ul style="list-style-type: none"> All claims and other obligations arising under or related to the \$30 million postpetition debtor-in-possession financing facility (such facility, the “<u>DIP Facility</u>”, and the claims and obligations arising thereunder, the “<u>DIP Facility Claims</u>”) will be paid in full in cash on the Effective Date from the proceeds of the Rights Offering after application of all cash and cash equivalents on the Company’s balance sheet in excess of \$[17] million (or some other lesser amount to be agreed upon by the Company and the Requisite Lenders) to reduce the DIP Facility Claims, as described below.
Administrative Claims Priority Tax Claims Other Priority Claims Other Secured Claims	<ul style="list-style-type: none"> Paid in full in cash or, with the consent of Requisite Lenders, such other customary treatment that renders such claims unimpaired under the Bankruptcy Code.
Revolving Loan Claims That Agree to participate in the New First Lien Revolver	<ul style="list-style-type: none"> To the extent that a holder of a Revolving Loan Claim agrees to participate on a dollar-for-dollar basis in the New First Lien Revolver (a “<u>Participating Revolving Lender</u>”), such holder will be paid down in full in cash from the proceeds of the Rights Offering unless (1) such holder and the Backstop Parties have agreed, within 10 business days of the Petition Date, to allow such holder to make a First Lien Equitization Election with respect to a portion of such holder’s Revolving Loan Claim and to include such portion in the First Lien Equitization Amount and (2) such holder has executed a joinder to the PSA, in form and substance acceptable to the Company and the Requisite Lenders, within 10 business days of the Petition Date, in which case such holder (an “<u>Equitizing Revolving Lender</u>”), solely with respect to the portion of such holder’s Revolving Loan Claim that is included in the First Lien Equitization Amount, shall receive its <i>pro rata</i> share of the First Lien Equitization Treatment (as defined below). To the extent that a holder of a Revolving Loan Claim is not an Equitizing Revolving Lender (or with respect to an Equitizing Revolving Lender, that portion of an Equitizing Revolving Lender’s Revolving Loan Claim that is not included in the First Lien Equitization Amount) and is not a Participating Revolving Lender, it shall receive the First Lien Non-Equitization Treatment (as defined below).

<p>First Lien Claims (Other Than Revolving Loan Claims That Agree to Participate in the New First Lien Revolver)</p>	<ul style="list-style-type: none"> • Non-Equitizing First Lien Claims: Each holder of a First Lien Claim (other than (A) a Participating Revolving Lender, (B) any Backstop Party (as defined below), and (C) any Equitizing Revolving Lender, in the case of (B) and (C), solely with respect to its First Lien Equitization Amount) shall receive its <i>pro rata</i> share of (i) an amended and restated senior secured first lien term loan (the “<u>Exit First Lien Term Loan</u>”), (ii) cash from the proceeds of the Rights Offering in an amount equal to the Revolving Loan Claims held by any Equitizing Revolving Lender that is included in the First Lien Equitization Amount and (iii) cash from the proceeds of the Rights Offering in an amount equal to the amount of Revolving Loan Claims for which the holders thereof do not agree to be Participating Revolving Lenders (such treatment in clauses (i)-(iii), the “<u>First Lien Non-Equitization Treatment</u>”). The Exit First Lien Term Loan shall be issued pursuant to the Exit Term Loan Agreements and shall include the following material terms and conditions: <ul style="list-style-type: none"> ○ Principal amount: \$386 million. ○ Borrower: Aspect Software, Inc. ○ Guarantors: Aspect Software Parent, Inc. and all of its direct and indirect domestic subsidiaries. ○ Maturity: 4 years from the Effective Date ○ Security/Priority: First priority security interests in all of the Borrower’s and the Guarantors’ real and personal property, subject to certain customary exceptions. ○ Consent Fee: 1.5% of aggregate principal amount of Term Loan Claims that are outstanding as of the Petition Date, which fee shall be paid in cash on the Effective Date and shall be payable <i>pro rata</i> to all holders of Term Loan Claims (including the Backstop Parties). ○ Cash interest rate: L+950 bps (100 bps LIBOR floor) for the first 6 months following the Effective Date; increasing 50 bps upon the date that is six months following the Effective Date and increasing an additional 50bps every 12 months after such six-month anniversary until maturity. ○ Fixed amortization: 2.5% annually of aggregate outstanding principal amount of Exit First Lien Term Loans as of the Effective Date, paid quarterly starting on the first full quarter after the Effective Date. ○ Excess cash flow sweep: 50% of ECF for full year 2016; thereafter, 75% if first lien leverage is greater than or equal to 3.5x, 50% if less than 3.5x and greater than or equal to 3.0x, and 25% if less than 3.0x, subject to customary carveouts. ○ Prepayment penalty: 101 for the first 18 months following the Effective Date; 102 thereafter until maturity. ○ Financial Covenants: Leverage, interest, and capex; 25%
---	--

	<p>cushion to disclosure statement business plan.²</p> <ul style="list-style-type: none"> ○ Covenants: Customary affirmative and negative covenants for a term loan of this nature. <ul style="list-style-type: none"> • First Lien Claims For Which a First Lien Equitization Election is Made: The Backstop Parties (and, if applicable, the Equitizing Revolving Lender) have agreed to accept alternative treatment of their First Lien Claims. On the Effective Date, to further delever the Company's capital structure, in full satisfaction of \$60 million of First Lien Claims, each holder of First Lien Claims for which a First Lien Equitization Election is made and that is included in the First Lien Equitization Amount shall receive its <i>pro rata</i> share of 100% of the equity interests of the reorganized Company (the "<u>New Equity</u>"), which amount shall be subject to dilution by the New Equity issued (1) upon conversion of the HoldCo PIK Convertible Notes, (2) pursuant to the Backstop Put Amount (as defined below), and (3) pursuant to the Management Incentive Plan (such treatment, the "<u>First Lien Equitization Treatment</u>"). <p>As used herein, "<u>First Lien Equitization Amount</u>" means the amount of Term Loan Claims and Revolving Loan Claims that each Backstop Party and Equitizing Revolving Lender (if applicable) shall equitize pursuant to the First Lien Equitization Treatment and which shall equal, in the aggregate, \$60 million.</p> <p>As used herein, "<u>First Lien Equitization Election</u>" means the election that the Backstop Parties and the Equitizing Revolving Lender (if applicable) shall make on any ballot or ballots distributed pursuant to the Disclosure Statement Order to receive the First Lien Equitization Treatment under the Plan.</p> <p>For the avoidance of doubt, it shall be a condition to consummation of the Plan that a First Lien Equitization Election is made on account of \$60 million of First Lien Claims, such that each holder of a First Lien Claim that does not make a First Lien Equitization Election shall receive on the Effective Date an amount of cash and Exit First Lien Term Loans that, in the aggregate, is equal to its holdings of First Lien Claims.</p>
Second Lien Note Claims	All Second Lien Note Claims shall be cancelled and released and each holder thereof that is a Rights Offering Participant will receive its <i>pro rata</i> share of the Rights pursuant to the Rights Offering.
General	<ul style="list-style-type: none"> • General unsecured claims will be paid in full in cash on the Effective

² For the avoidance of doubt, the business plan must be approved by the Requisite Lenders.

Unsecured Claims	Date.
Existing Equity Interests in the Company	<ul style="list-style-type: none"> Cancelled with no distribution.
Other Terms	
DIP Facility	<ul style="list-style-type: none"> Facility Size: \$30 million, non-amortizing delayed draw term loan facility. Interest Rate: L+975 bps (1% floor) per annum, payable monthly in cash in arrears. Maturity: September 30, 2016 Fees: (i) commitment fee of 300 bps of the commitments (earned on the closing date of the DIP Facility and paid in cash on the earlier of the initial draw date and termination of the DIP Facility commitments); (ii) unused line fee of 250 bps per annum on the average daily unused amount of the commitments, payable monthly; and (iii) one-time administrative fee of \$50,000, paid in cash on the closing date. Security: Super-priority priming first lien on all of the Company's assets. Budget and Variances: On the Petition Date, four-week disbursement budget tested on a cumulative basis weekly beginning at the end of the second week, with a 25% negative variance permitted and thereafter at the end of each week only a 20% negative variance permitted. Beginning in the fifth week after the Petition Date, updated 13-week budget to be delivered monthly; permitted variance of 20% tested weekly on a four-week cumulative basis for operating receipts and operating disbursements (excluding professional fees and related expenses); liquidity not permitted to be below \$13 million for any 5 business day consecutive period and the Company agrees to provide notice to the agent under the DIP Facility within one day after the occurrence of any 5 business day consecutive period where liquidity is below \$13 million. Adequate Protection Payments: Holders of First Lien Claims to receive monthly adequate protection payments calculated based upon the non-default contract rate of interest under the First Lien Credit Agreement. Payment of all reasonable and documented fees and expenses incurred by legal and financial advisors to (i) the administrative agent under the First Lien Credit Agreement, (ii) the Consenting First Lien Committee, and (iii) the Consenting Cross-Over Committee (each as defined in the PSA); <u>provided, however</u>, that the Company shall not be responsible under the PSA or the DIP Orders for any fees or expenses referenced in subclause (iii) incurred after termination of the PSA. Other terms and conditions: The DIP Credit Agreement and DIP Orders will include other customary terms and conditions for a facility of this nature (including milestones consistent with those set forth in

	<p>the PSA) and will be substantially similar to the form attached to the motion to approve the DIP Credit Agreement.</p> <ul style="list-style-type: none"> • Participation: The Backstop Parties and the Equitizing Revolver Lenders shall be entitled, but not required, to participate <i>pro rata</i> in the DIP Facility commitments based on their holdings of First Lien Claims so long as they elect and commit to do so by entering into an addendum or joinder, as applicable, to the PSA within 10 business days of the Petition Date. For illustrative purposes only, to the extent that Backstop Parties and/or the Equitizing Revolver Lenders that enter into such an addendum hold, in the aggregate, 10% of the total outstanding principal amount of First Lien Claims as of the Petition Date, they shall be entitled to participate in up to 10% of the DIP Facility commitments and related fees/economics.
New Revolving Credit Facility	<p>The Company shall obtain commitments for a new \$30 million first lien revolving credit facility (“<u>New First Lien Revolver</u>”), which shall include market terms and conditions. A condition precedent to the occurrence of the Effective Date shall be that the New First Lien Revolver is in place, undrawn, and fully available. The amount of the New First Lien Revolver shall be reduced by the amount of any Revolving Loan Claims that are included in the First Lien Equitization Amount.</p>
New Money Investment	<p>“<u>Backstop Parties</u>” means, collectively, (a) certain funds or accounts managed, advised, or sub-advised by GSO Capital Partners LP, (b) certain funds and accounts managed and advised by MidOcean Credit Fund Management, LP, (c) certain funds or accounts managed, advised, or sub-advised by Guggenheim Partners Investment Management, LLC or its affiliates, and (d) subject to the approval of the Consenting Cross-Over Committee, such other entities that become party to both the PSA within ten (10) business days from the Petition Date and the Backstop Agreement in accordance with the terms of the Backstop Agreement.</p> <p>Backstop Agreement. Subject to the terms and conditions of the PSA, the Backstop Parties and the Company shall execute the Backstop Agreement on or before the date that is fourteen (14) calendar days after the Petition Date, which Backstop Agreement shall provide for the Backstop Parties’ commitment to backstop the issuance of the HoldCo PIK Convertible Notes that will be offered to Rights Offering Participants pursuant to the Rights Offering. In exchange for providing the backstop commitment for the Rights Offering, the Backstop Parties will receive 5% of the New Equity, subject to dilution from the Management Incentive Plan (the “<u>Backstop Put Amount</u>”).</p> <p>Rights Offering. In connection with the Restructuring, the Company will launch the Rights Offering, pursuant to which Rights Offering Participants will be entitled to receive their <i>pro rata</i> share of Rights to acquire certain convertible notes (the “<u>HoldCo PIK Convertible Notes</u>”) which shall be (1) issued by Parent or a subsidiary of Parent that will be structurally</p>

subordinated to the Exit First Lien Term Loan, (the “HoldCo PIK Convertible Note Issuer”), and (2) issued pursuant to an indenture (the “HoldCo PIK Convertible Notes Indenture”), which shall include, without limitation, the following material terms and conditions:

- **Principal Amount:** \$60 million, which amount shall be increased (subject to the following sentence) dollar-for-dollar by the amount of any DIP Facility Claims (as defined below) that are outstanding immediately prior to the Effective Date. In the event that there is greater than \$[17] million (or some other lesser amount as agreed to by the Company and the Requisite Lenders) in cash and cash equivalents on the Company’s balance sheet on or immediately prior to the Effective Date, all such amount in excess of \$[17] million (or some other lesser amount as agreed to by the Company and the Requisite Lenders) shall be applied to amounts outstanding under the DIP Facility (offsetting any potential increase of the principal amount of the Holdco PIK Convertible Notes).
- **Interest:** 3% pay-in-kind, per annum; no cash-pay interest.
- **Issuer:** HoldCo PIK Convertible Note Issuer.
- **Guarantors:** None.
- **Security:** None.
- **Mandatory Conversion:** Automatic and mandatory conversion into 25% of the New Equity, subject to dilution from the Management Incentive Plan and the Backstop Fee, upon certain events to be determined, including if the reorganized Company and its affiliates shall not have received a corporate family rating of B (by Standard and Poor’s) and B2 (by Moody’s Investors Service) or higher (the “Ratings Condition”) on or before the date that is six months following the Effective Date (the “Ratings Deadline”). The reorganized Company will diligently pursue and use commercially reasonable efforts to obtain the Ratings Condition as soon as practicable following the Effective Date and the Company shall take such actions as are necessary to seek such Ratings Condition within 15 days after the Effective Date

As used herein, “Rights” means the rights distributed to Rights Offering Participants to participate in the New Money Investment pursuant to the Rights Offering Procedures.

As used herein, “Rights Offering Participants” means those holders of Second Lien Note Claims that are accredited investors or qualified institutional buyers (as such terms are respectively defined in Rules 501 and 144A promulgated under the Securities Act) as of the voting record date established pursuant to the Disclosure Statement Order.

As used herein, “Rights Offering Procedures” means the procedures governing the Rights Offering, which shall be approved by the Disclosure

	Statement Order.
Management Incentive Plan	As soon as reasonably practicable after the Effective Date, the Company will implement a management incentive plan for up to 10% of the New Equity on terms and conditions to be determined by the board of directors of the reorganized Parent (the “ <u>Management Incentive Plan</u> ”).
Debtor and Third Party Releases	The Plan shall include customary mutual releases between and among the Company, the administrative and collateral agents under the First Lien Credit Agreement, the indenture trustee under the Second Lien Notes, the holders of First Lien Claims, the holders of Second Lien Note Claims, Golden Gate, the Backstop Parties, the agent under the DIP Facility, the lenders under the DIP Facility, and the Company’s current and former officers and directors and each of such preceding entities’ directors, officers, current and former shareholders (regardless of whether such interests are held directly or indirectly), partners, managers, officers, principals, members, employees, agents, affiliates, advisory board members, parents, subsidiaries, predecessors, successors, heirs, executors and assignees, attorneys, financial advisors, investment bankers, accountants, consultants, and other professionals or representatives, each solely in their capacities as such, subject to a carveout for any act or omission that constitutes fraud, gross negligence, or willful misconduct.
Indemnification of Prepetition Officers and Directors	The Plan shall provide that all indemnification provisions currently in place (whether in the by-laws, certificates of incorporation, board resolutions, indemnification agreements, or employment contracts) for the directors, officers, and employees of the Company serving on or after the commencement of the Chapter 11 Cases shall survive and remain in place following the Effective Date.

EXHIBIT B**FORM OF TRANSFER AGREEMENT FOR CONSENTING LENDERS**

This Transfer Agreement to the Plan Support Agreement, dated as of [Date] (as amended, supplemented or otherwise modified from time to time, the “Agreement”), by and among Aspect Software Parent, Inc., on behalf of itself and certain of its subsidiaries collectively, the “Company”),¹ and the lenders signatory thereto (together with their respective successors and permitted assigns, the “Consenting Lenders” and each, a “Consenting Lender”) is executed and delivered by [] (the “Joining Party”) as of [], 2016. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Transfer Agreement as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Consenting Lender” and a “Party” for all purposes under the Agreement and with respect to any and all First Lien Claims and Second Lien Note Claims held by such Joining Party.

2. Governing Law. This Transfer Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

* * * * *

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

¹ The entities included in the definition of “Company” are as follows: Aspect Software Parent, Inc., Aspect Software, Inc., VoiceObjects Holdings Inc., Voxeo Plaza Ten, LLC, and Davox International Holdings, LLC.

IN WITNESS WHEREOF, the Joining Party has caused this Transfer Agreement to be executed as of the date first written above.

[CONSENTING LENDER]

By: _____

Name: _____

Title: _____

Principal Amount of Revolving Loan Claims: \$_____

Principal Amount of Term Loan Claims: \$_____

Principal Amount of Second Lien Notes: \$_____

Notice Address:

Fax: _____

Attention: _____

Email: _____

EXHIBIT C**DIP Lenders and DIP Commitments**

DIP Lender*	DIP Commitment
Total	\$30,000,000 (100%)

*Subject to change depending on second lien cross-holder participation

EXHIBIT D**First Lien Equitization Amounts**

Backstop Party	First Lien Equitization Amount
GSO Allocation	
Guggenheim Allocation	
MidOcean Allocation	
Total	\$60 million

EXHIBIT C

**Certain Financial and Other Information
Provided to Aspect's Lenders and Their Advisors**



Aspect Update

PL No.	Scale	Each	Art. No.
1C6250	0- 3	\$6.45	63 C626
1C6252	0- 15	6.45	63 C626
1C6254	0- 30	6.45	63 C626
1C6256	0- 50	6.45	63 C627
1C6260	0-100	7.50	63 C627

PL No.	Scale	Each	Art. No.
1C6250	0- 3	\$6.45	63 C626
1C6252	0- 15	6.45	63 C626
1C6254	0- 30	6.45	63 C626
1C6256	0- 50	6.45	63 C627
1C6260	0-100	7.50	63 C627

Safe Harbor Statement

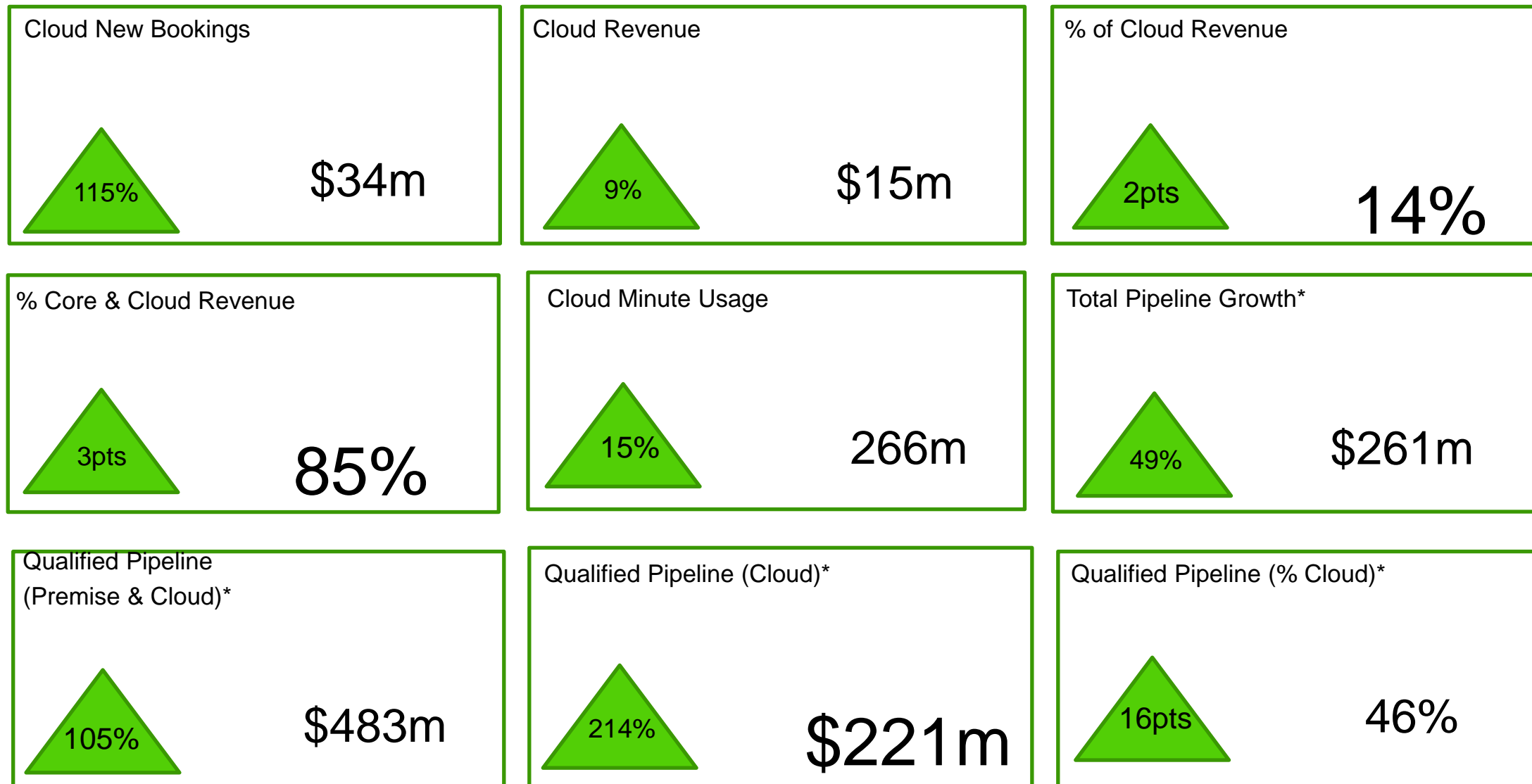
This presentation contains forward-looking statements, which are subject to various risks and uncertainties. All statements, other than statements of historical facts, that are included in this presentation, in response to questions or otherwise, that address activities, events, or developments that we expect or anticipate to occur in the future, including such matters as a financial restructuring, financial or operational projections, capital allocation, future capital expenditures, business strategy, competitive strengths, goals, future acquisitions or dispositions, development or operation of power generation assets, market and industry developments and the growth of our businesses and operations (often, but not always, through the use of words or phrases such as “intends,” “plans,” “will likely,” “expected,” “anticipated,” “estimated,” “should,” “projection,” “target,” “goal,” “objective” and “outlook”), are forward looking statements. A discussion of the risks and uncertainties that could cause actual results to differ materially from management's current projections, forecasts, estimates and expectations is contained in Aspect Software Parent, Inc.’s filings with the Securities and Exchange Commission (SEC).

Table of Contents

- Preliminary Q4 Results
- Financial Projections
- Appendix: Business Primer

Preliminary Q4 Results

New Bookings & Revenue – Q4'15 vs Prior Year



Consolidated P&L – Q4'15 (Excludes EBITDA Addbacks)

(\$'s in millions)

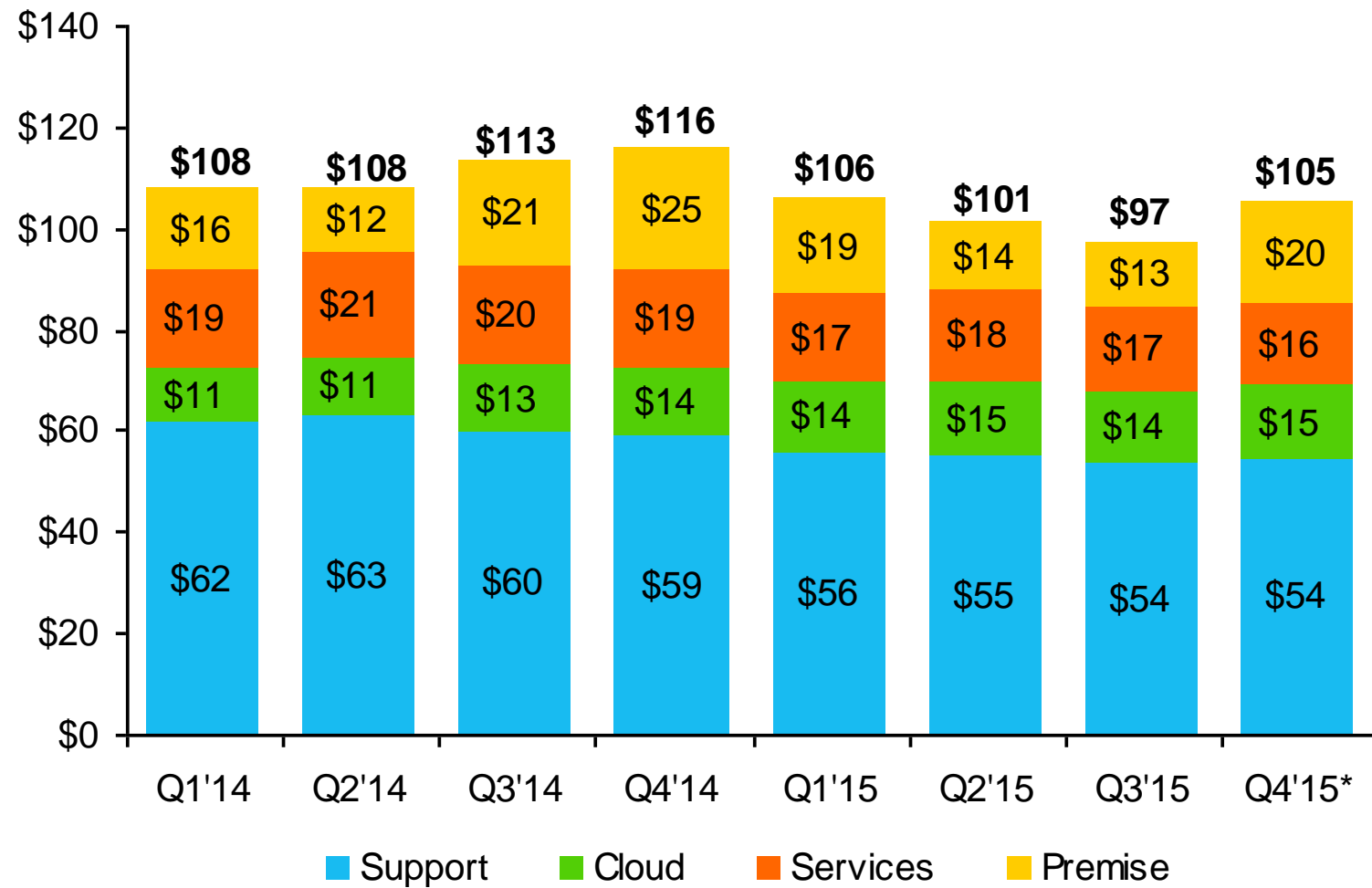
	Q4'15		Q4'15		Q4'14		Variance from	
	<u>Actual</u>		<u>Fcst</u>		<u>Actual</u>		<u>Fcst</u>	<u>Pr Yr</u>
Bookings (excluding Renewals)								
Premise	\$	21.5	\$	24.0	\$	24.2	\$ (2.5)	\$ (2.7)
Cloud		34.3		27.9		16.0	6.4	18.3
Total	\$	55.8	\$	51.9	\$	40.2	\$ 3.9	\$ 15.7
P&L (excluding EBITDA Addbacks)								
Revenue	\$	105.2	\$	110.7	\$	116.2	\$ (5.5)	\$ (11.0)
GM \$		64.5		69.9		72.4	(5.4)	(7.9)
GM %		61.3%		63.1%		62.3%	(1.8)	(1.0) pts
OPEX								
R&D		10.2		11.2		10.9	1.0	0.7
S&M		20.8		23.2		23.7	2.4	2.9
G&A		8.3		7.6		7.7	(0.7)	(0.7)
Total		39.3		42.0		42.2	2.7	3.0
EBITDA	\$	25.2	\$	27.9	\$	30.2	\$ (2.7)	\$ (5.0)
EBITDA %		24.0%		25.2%		26.0%	(1.2)	(2.0) pts
Headcount		1,771		1,836		1,839	65	68

- Premise & Cloud product bookings of \$56M, \$4M or 8% above forecast. Bookings grew \$16M or 39% Y/Y, as we continue our rotation to Cloud
 - Premise bookings down \$2.5M from forecast due to rotation to Cloud and customer budget changes
- Revenue of \$105M down \$5m or 5% from forecast, primarily due to extended customer decision & purchasing cycles resulting in deals pushing into 2016
 - Core (Premise) revenue of \$20M, \$3M lower than forecast, primarily within UIP due to rotation to cloud transactions
 - Core (Service) revenue of \$15M, \$1M lower than forecast primarily due to delayed premise revenue
- Revenue \$11M or 9% lower Y/Y, driven by
 - Legacy Signature revenue of \$16M, \$5M or 23% lower Y/Y primarily within Support, as expected. Accounts for 15% of total revenue versus 18% in the prior year.
 - Core revenue (On-Premises) of \$89M, \$6M lower Y/Y primarily due to delayed premise deal closure and related services
 - Cloud revenue of \$15M grew \$1M or 9% Y/Y
- EBITDA of \$25M, \$3M lower than forecast and \$5M lower than prior year, as a result of lower revenue volume partially offset by lower headcount and operating expenses

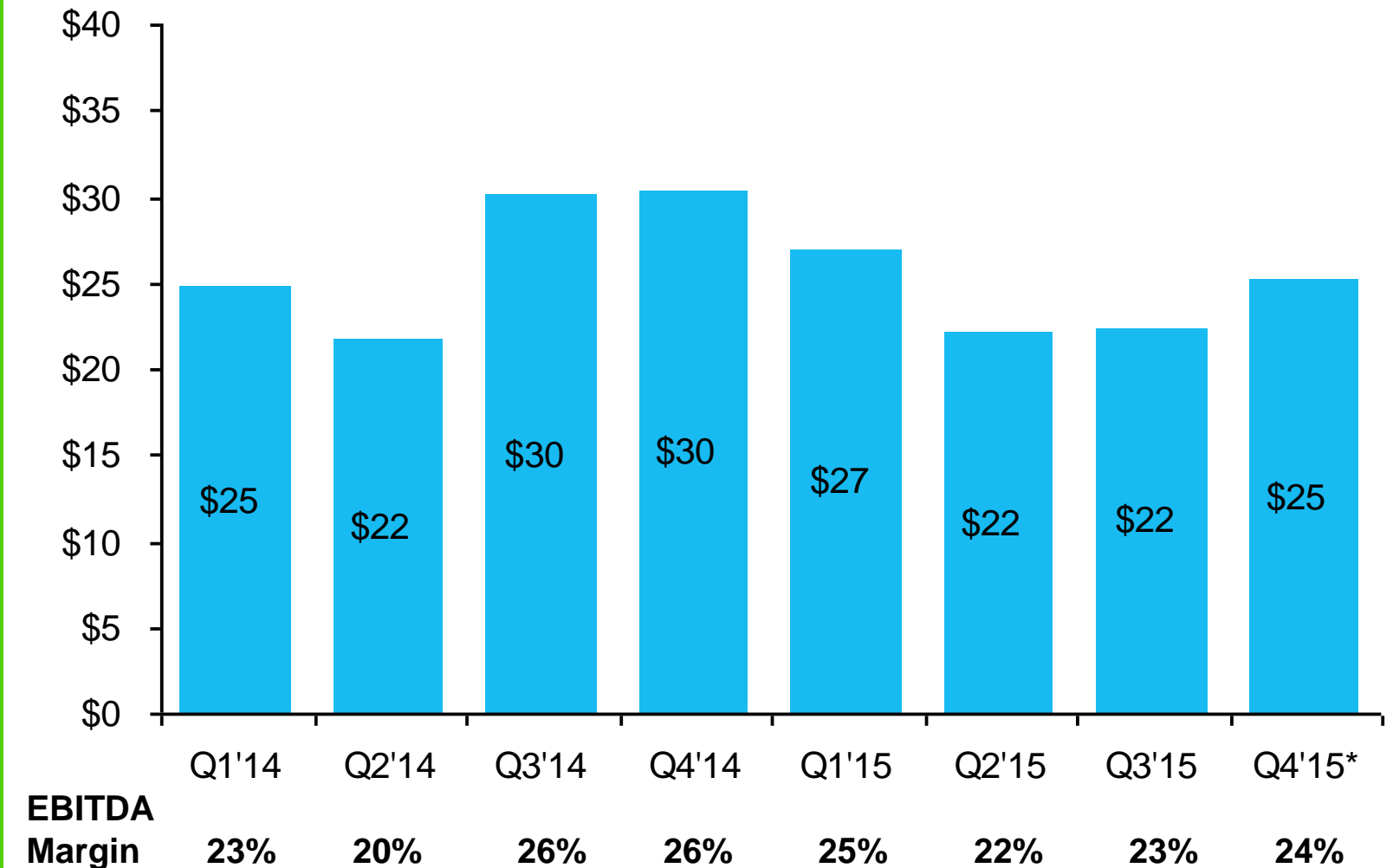
Summary Performance

(\$'s in millions)

Quarterly Revenue by Type



Quarterly EBITDA

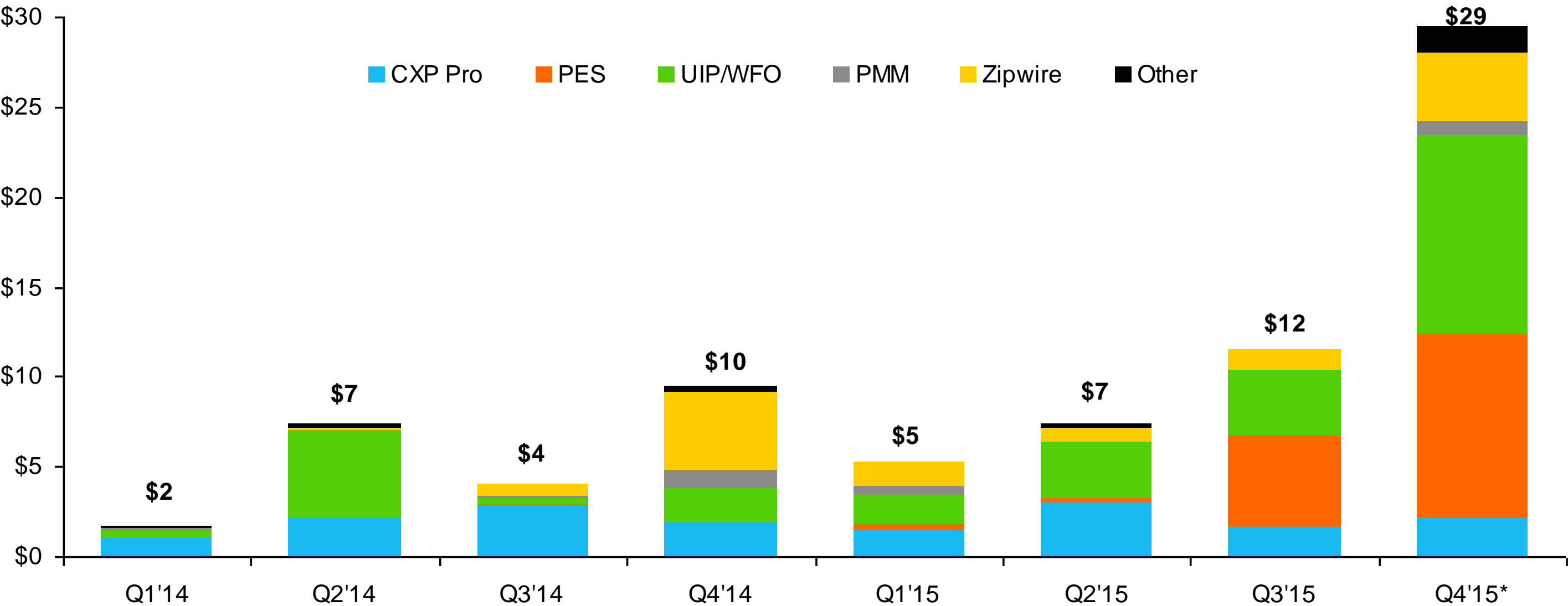


- FY'15 revenue of \$410M, 8% lower Y/Y due to decline in our Signature revenue of \$26M, as expected, and lower Core premise & services, partially offset by a growth of \$8M or 17% in Cloud
- Q4'15 revenue of \$105M, 8% growth Q/Q primarily driven by the shift of Q3 premise sales opportunities into the quarter
- Q4'15 cloud revenue of \$15M, 4% Q/Q growth and full year revenue of \$58M, 17% growth Y/Y, as we continue our rotation to Cloud
- FY'15 EBITDA of \$96M, \$10M lower Y/Y while maintaining consistent margins of 24% due to significant cost management

Cloud New Bookings Trend

(\$'s in millions)

New Cloud Bookings**



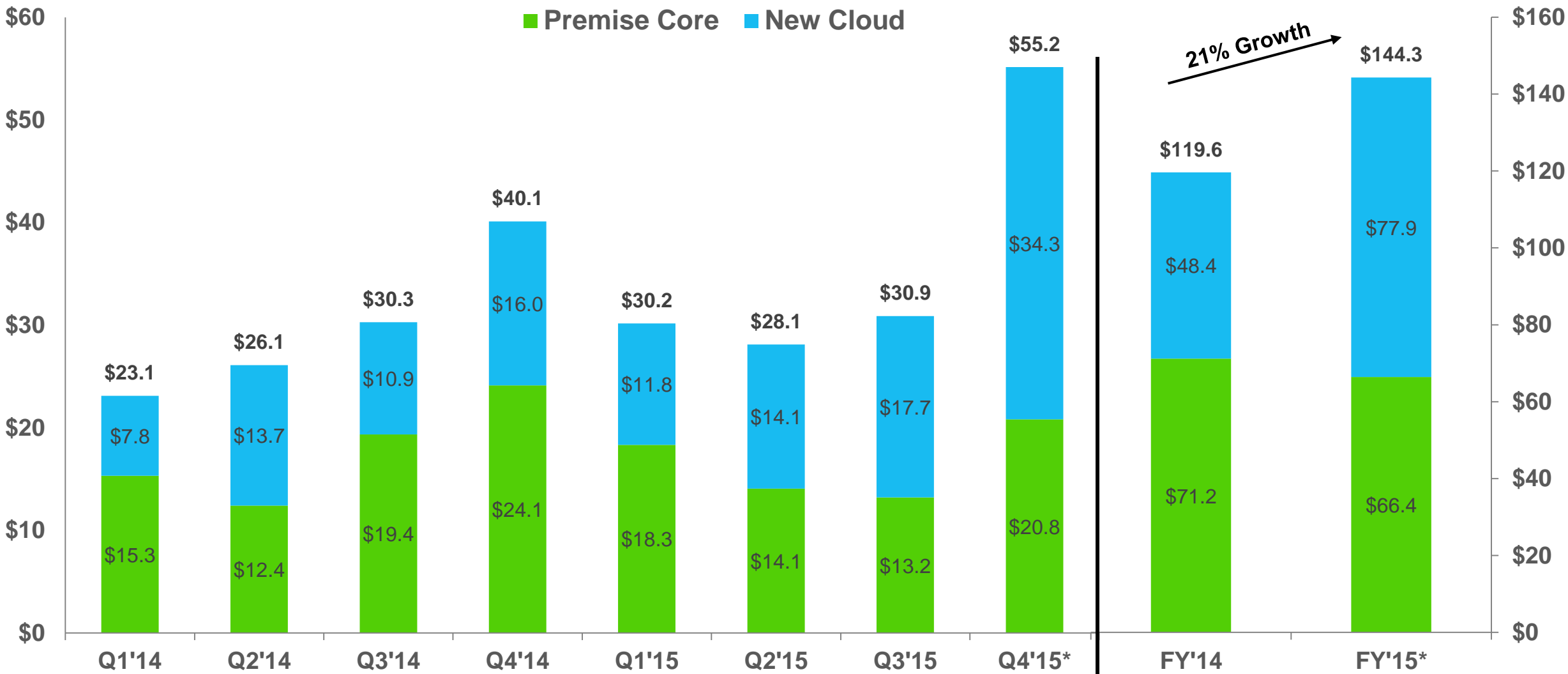
Q4'15 growth rate 209% Y/Y & 155% Q/Q
Full Year growth rate 137% Y/Y

*Preliminary
**Excludes excess usage bookings

Bookings Performance

(\$'s in millions)

Strong Core Premise & New Cloud Booking Performance

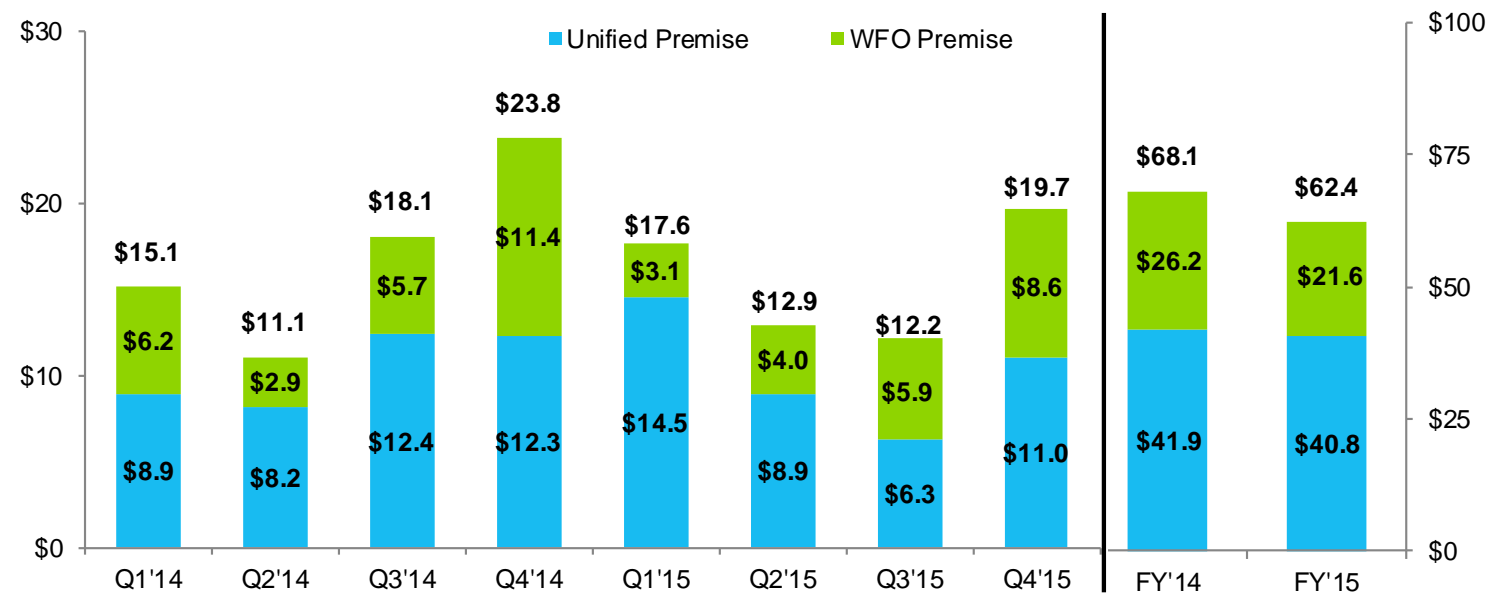


Q4'15 Core Premise & New Cloud Y/Y growth of 37%
 Full Year 21% growth (New Cloud 61% & Core Premise -7%)
 One customer contributed \$14.9M during 2H'15, if excluded growth would be 12% and 8% for Q4 and Full Yr

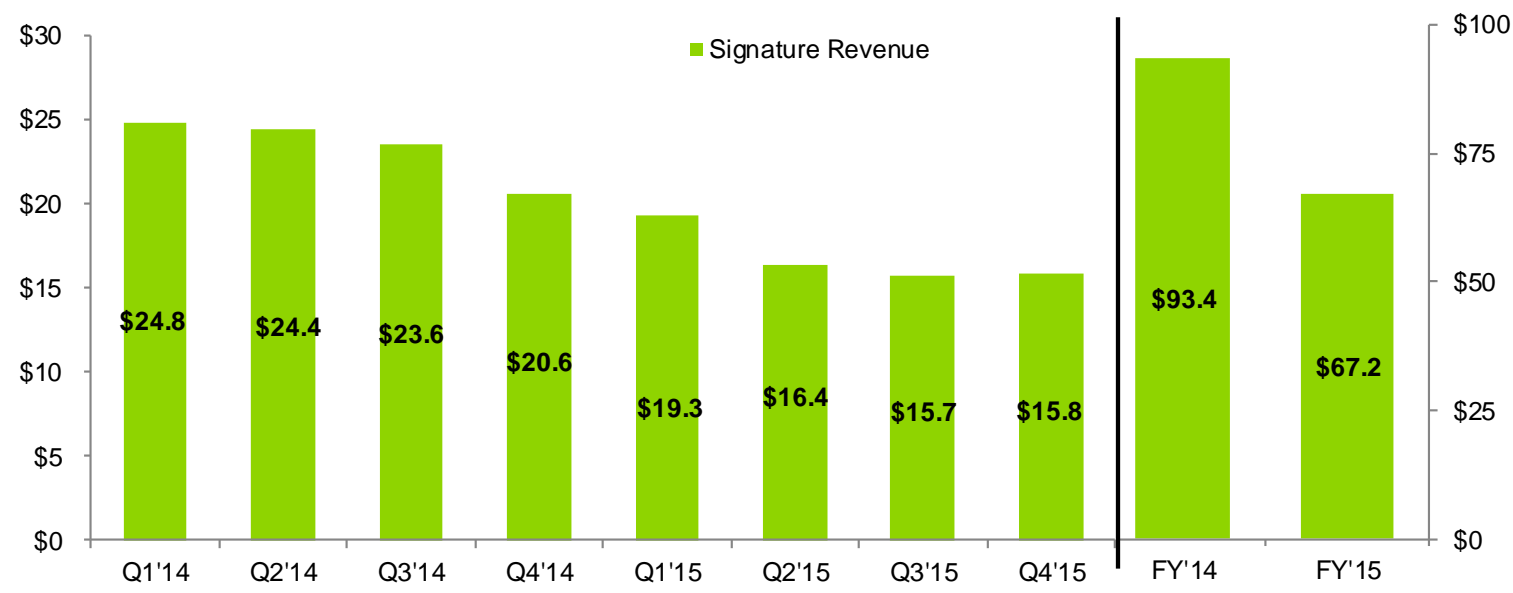
Revenue – 8 Quarter Trend by Product Line

(\$'s in millions)

Core Premise Revenue

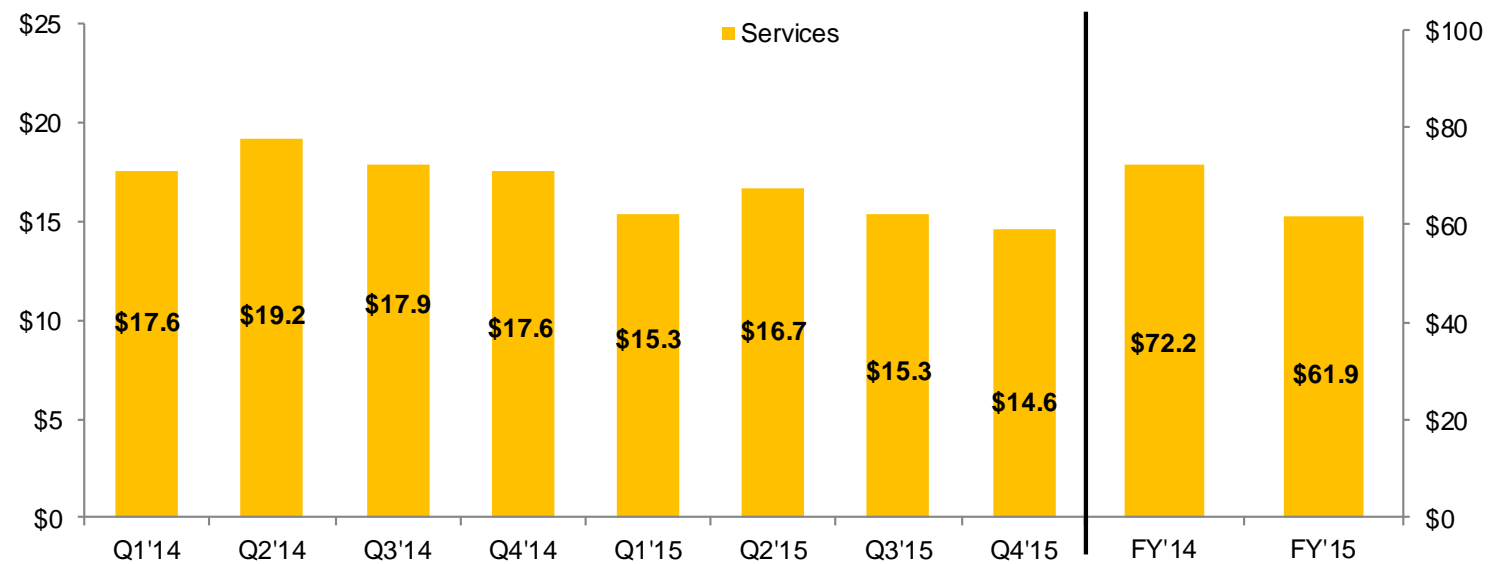


Signature Revenue

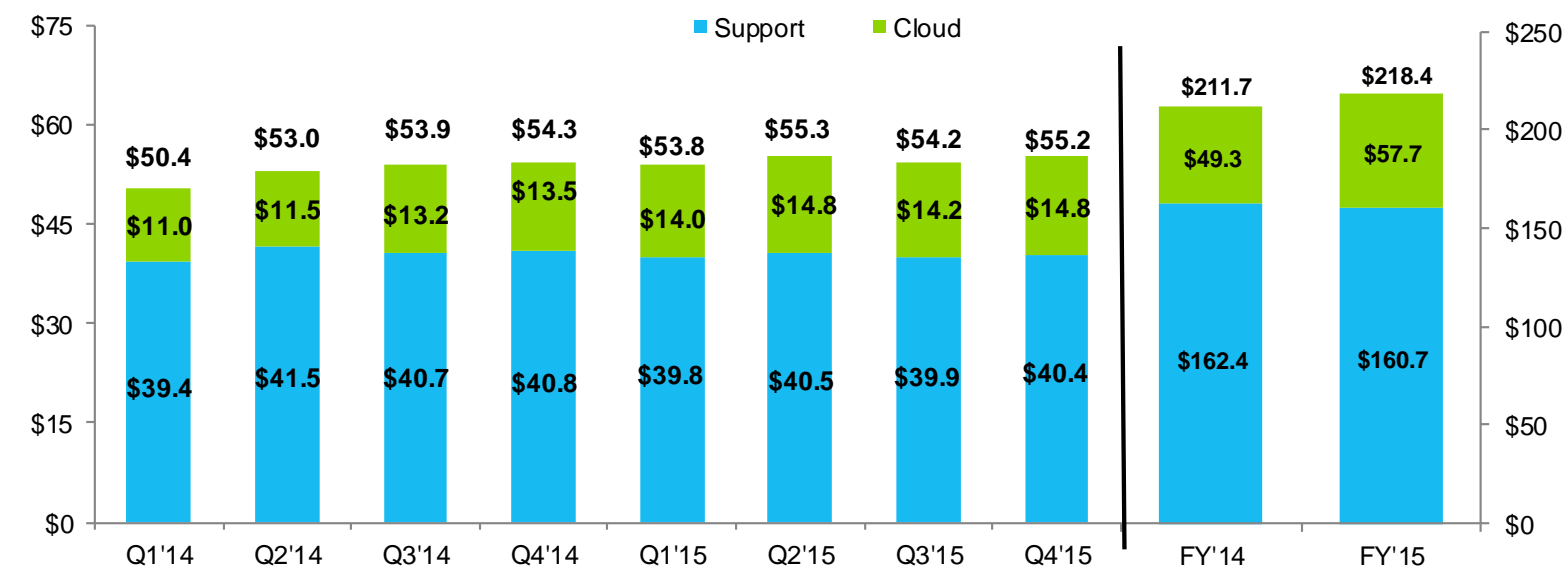


Revenue decline driven by declining Support

Core Services Revenue



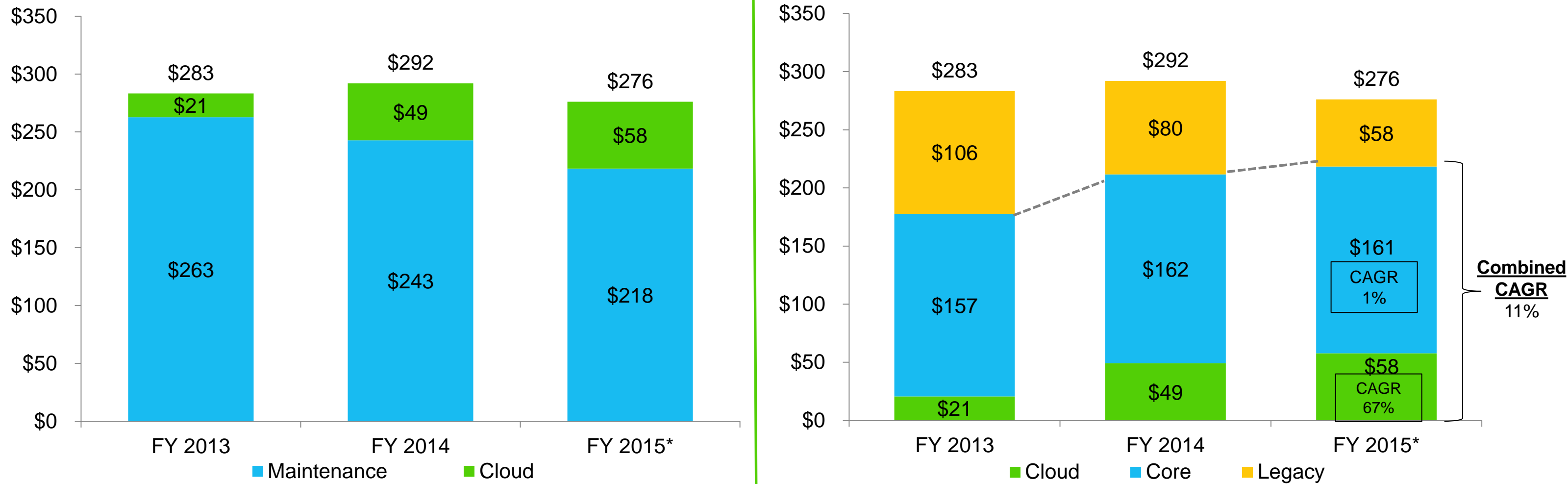
Core Recurring Revenue



Core Recurring Revenue Stream Growing on Cloud Trend

(\$'s in millions)

Recurring Revenue by Type



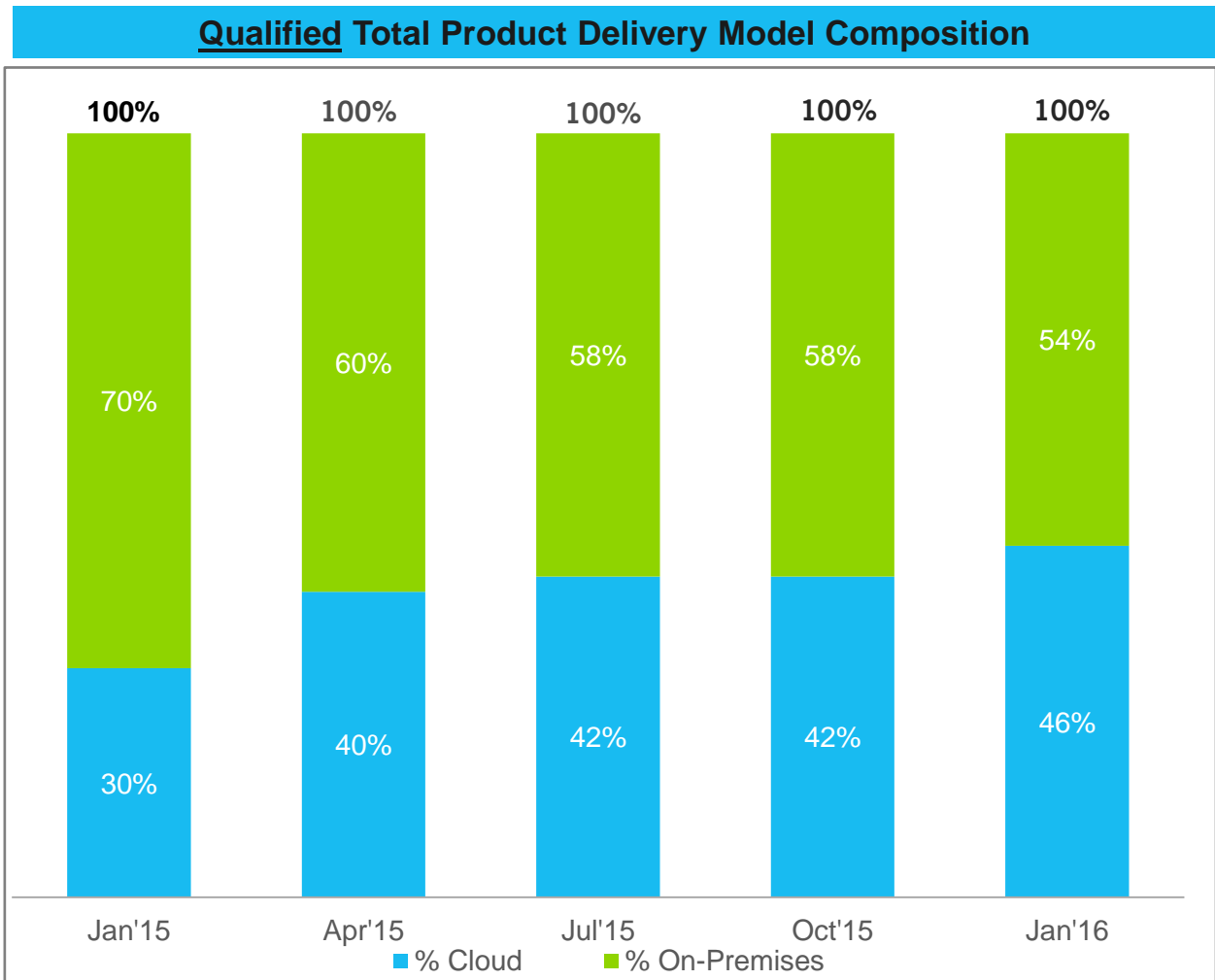
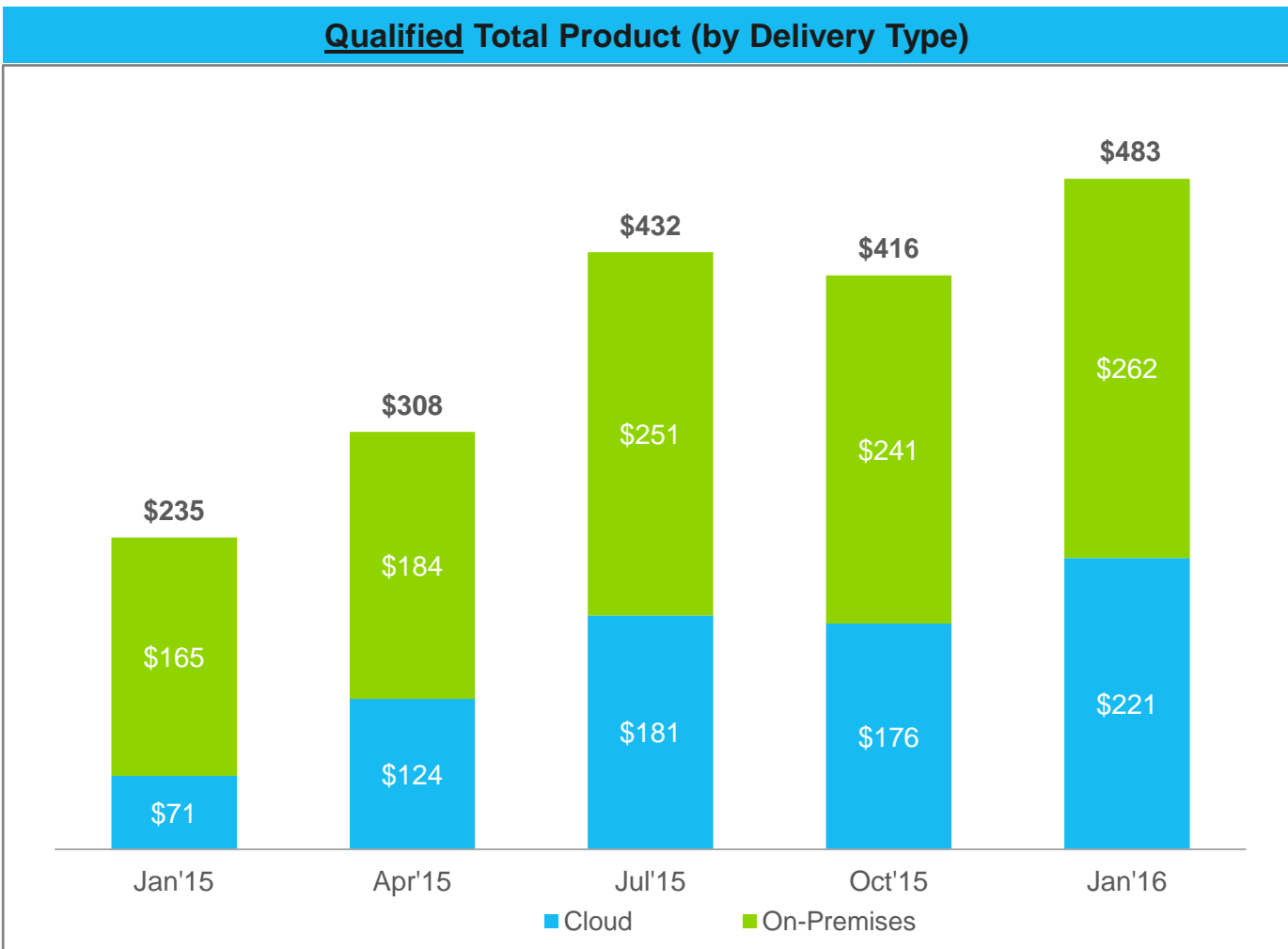
FY'15 Recurring Revenue of \$276M, \$16M or 5% lower than FY'14, accounts for over 67% of revenue.

- Cloud revenue of \$58M, a \$8M or 17% Y/Y growth as we continue our rotation to Cloud
- Core maintenance revenue of \$161M, down \$2M Y/Y
- Legacy Signature maintenance revenue continues to decline as expected, primarily due to customer consolidations and competitive displacements

Pipeline Build Initiative Generating Continued Momentum

(\$'s in millions)

(On-Premises / Cloud Growth - \$'s in Millions)



- Total Pipeline grew 49% from 1/12/15 to \$789m
- Pipeline build initiative generating net increase of \$248m in qualified opportunities (1/12/15 – 1/15/16)
- Cloud pipeline build generating net increase of \$151m in qualified opportunities (1/12/15 – 1/15/16)
- Cloud pipeline composition increase to 46% from 30% as of 1/12/15

Recent Performance: A Validation Of Momentum

(\$'s in millions)



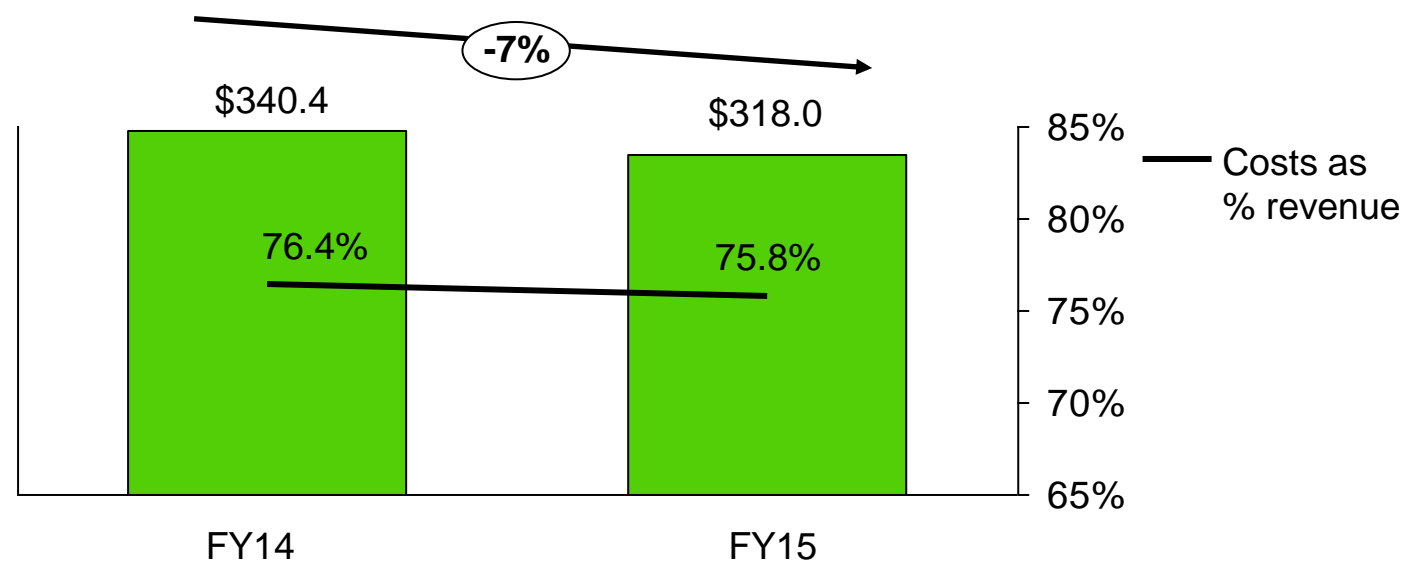
Note: 2015 figures are preliminary.

- (1) Reflects GAAP revenues pro forma for Voxeo acquisition less Signature.
- (2) Cloud to License equivalent reflects a 2.8x multiplier on New Cloud ACV to normalize for revenue generation as if those sales were perpetual licenses, per Company guidance; assumes 26% of New Cloud ACV is recognized as revenue in the first year based on historical data per Company guidance.

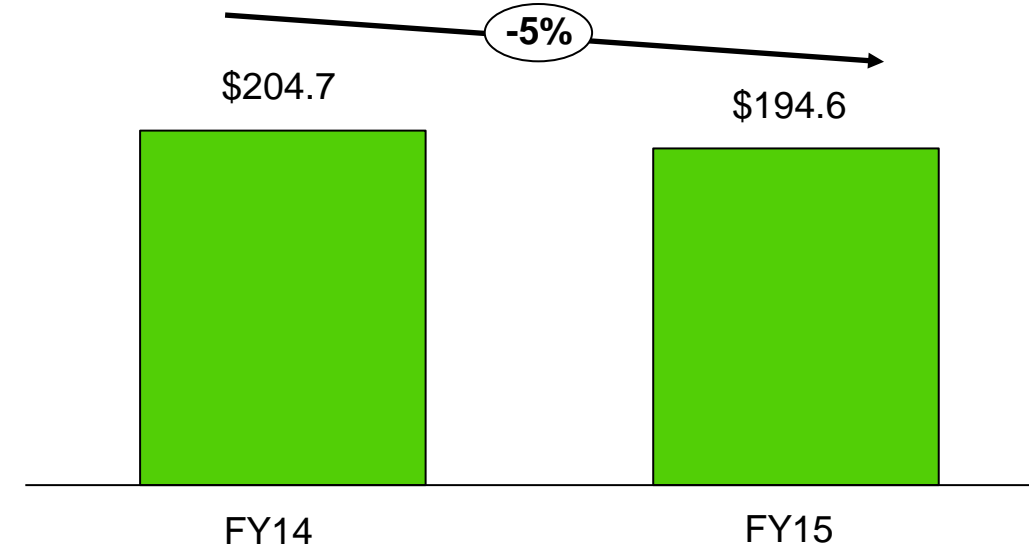
Costs of Operations

Current Performance

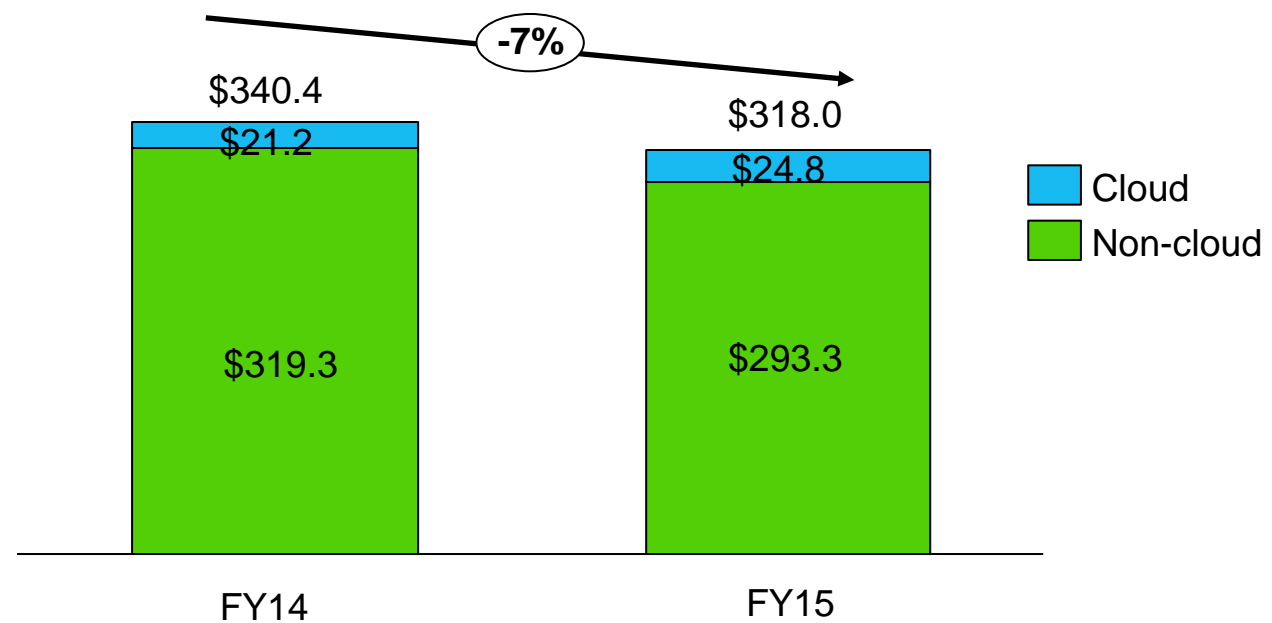
Total direct costs (FY14 – FY15) (\$m)



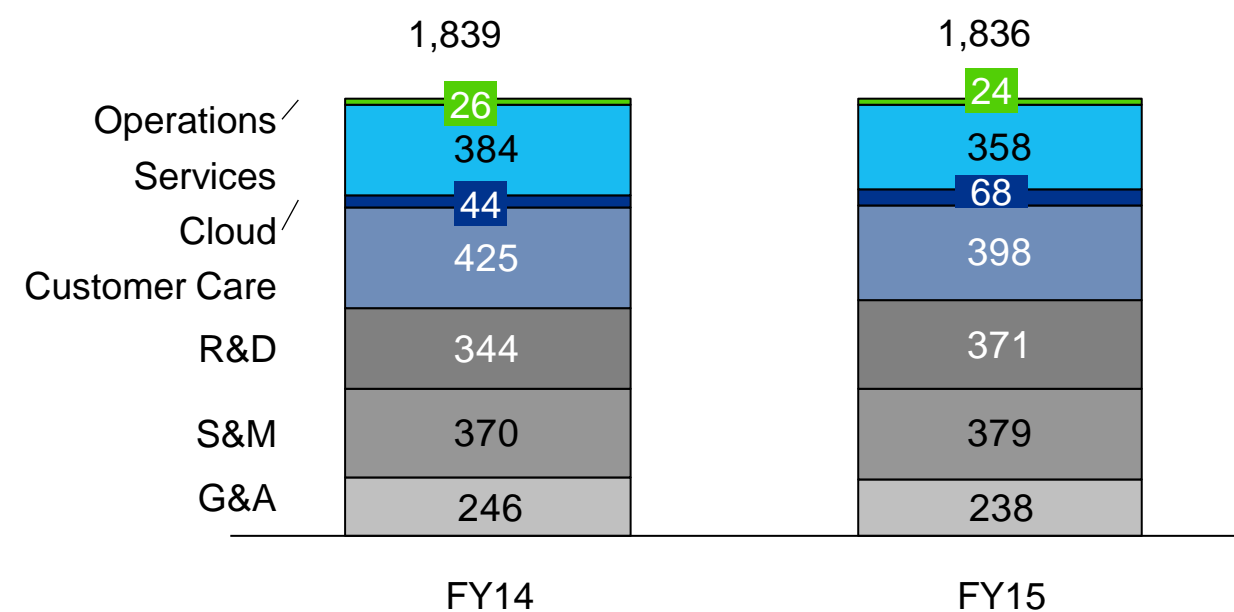
Labor costs (FY14 – FY15) (\$m)



Cloud vs. Non-cloud costs (FY14 – FY15) (\$m)

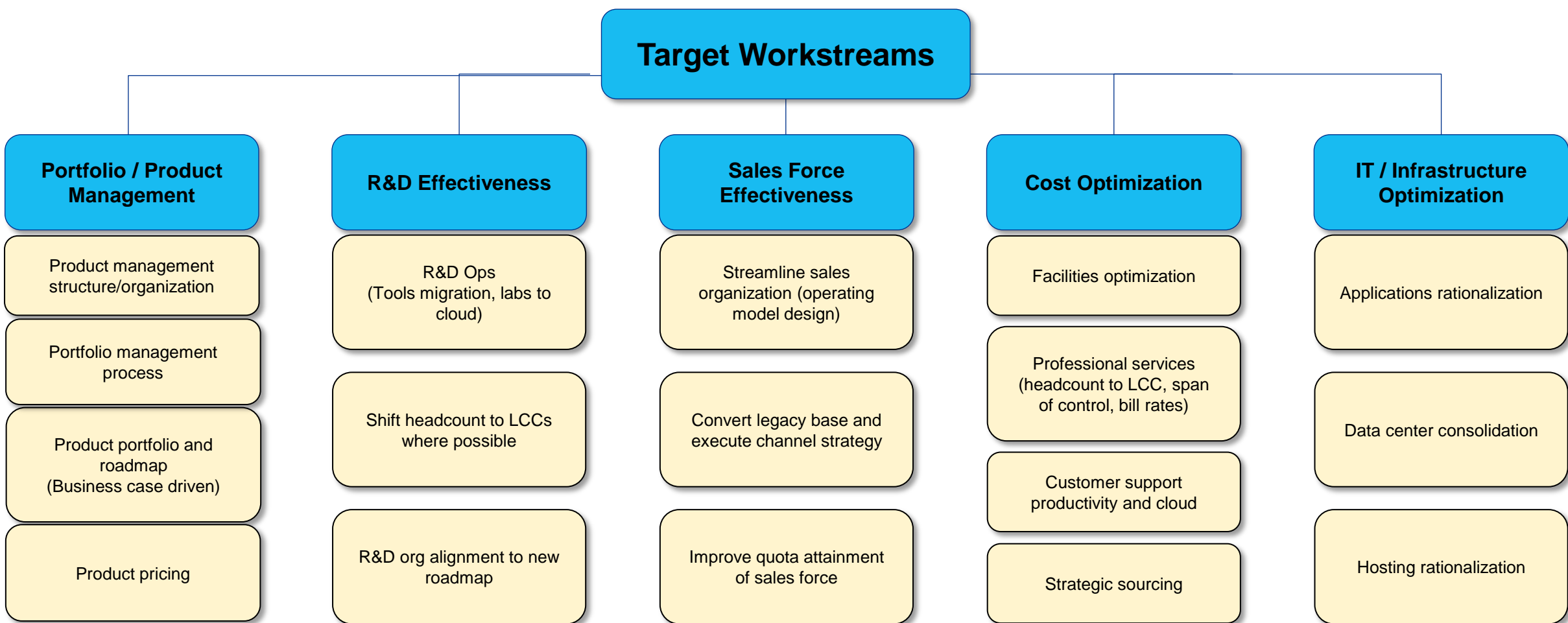


Headcount (FY14 – FY15)



Cost Savings Initiatives

(\$'s in millions)



Cost Optimization	Not Quantified	\$1.3 – \$1.4	\$2.2 – \$3.1	\$7.8 – \$15.1	\$1.0 – \$1.5
-------------------	----------------	---------------	---------------	----------------	---------------

- In Q4 2015, a prominent consulting firm completed its engagement to provide a report to assist the Company in, among other things, benchmarking and identifying cost optimization opportunities which had not already been addressed by management over the past 36 months
- Based in part on findings in the report, the Company adopted the goal of achieving a net savings of \$9.5 million in 2016 (already built into the AOP) as part of its continuous improvement goals

Financial Projections

Cloud revenues show substantial growth amidst declining signature revenues and a strategic SaaS (FY'14 through FY'19)

(\$'s in millions)

- Organic industry growth (2% Premise, 20% Cloud)
- Focus on Triple Play opportunities (CXP, Zipwire, WFM)
 - CXP Omni Channel deployment across key account opportunities in Q4'15/2016
 - Convert Program - UIP / WFO / Signature Premise to the Cloud
 - CXP to the Enterprise market
 - Significant increase in H1'16 Bookings over prior year, based on Sales efforts pivoting to the Cloud
 - New introductions of UIP Hosted Multi-tenancy, Analytics, Cloud Shark, new agent desktop.
 - New WFO branding a packaging; focused on the full WFO platform intended to simplify our offerings and drive multi-product sales.
 - WFM shift to Cloud; APM just added in Q3'15; AQM to be available in 1H'16. Speech analytics will be primarily subscription based.

	2014 Actual	2015 Actual	2016 Forecast	2017 Forecast	2018 Forecast	2019 Forecast
Signature Revenue	\$ 93.1	\$ 67.1	\$ 46.9	\$ 19.9	\$ 5.5	\$ 0.0
% Growth	(20.6%)	(27.9%)	(30.1%)	(57.5%)	(72.2%)	(100.0%)
% Recurring	86.1%	86.0%	86.9%	95.9%	100.0%	100.0%
UIP Revenue	\$ 208.4	\$ 195.4	\$ 220.6	\$ 223.8	\$ 228.8	\$ 226.8
% Growth	3.6%	(6.2%)	12.9%	1.5%	2.2%	(0.8%)
% Recurring	53.0%	55.8%	52.5%	58.1%	62.9%	67.0%
Cloud Revenue	\$ 42.0	\$ 46.0	\$ 54.9	\$ 89.8	\$ 126.2	\$ 163.7
% Growth	137.4%	9.6%	19.3%	63.6%	40.5%	29.7%
% Recurring	93.8%	93.0%	88.8%	84.2%	85.6%	87.8%
WFO Revenue	\$ 101.8	\$ 101.3	\$ 121.7	\$ 142.4	\$ 154.7	\$ 167.2
% Growth	0.3%	(0.5%)	20.2%	17.0%	8.6%	8.1%
% Recurring	61.0%	65.6%	61.6%	63.5%	67.7%	72.4%
Product	\$ 74.2	\$ 65.8	\$ 82.4	\$ 70.3	\$ 61.7	\$ 50.9
Maintenance	242.8	218.4	207.3	192.5	179.7	165.3
SaaS / Hosted	49.3	57.7	72.9	122.7	182.5	251.2
Professional Services	70.1	60.0	72.7	80.6	78.7	74.6
Education Services	9.0	7.9	8.7	9.9	12.6	15.7
Total Revenue	\$ 445.4	\$ 409.9	\$ 444.1	\$ 476.0	\$ 515.2	\$ 557.7
% Growth	1.8%	(8.0%)	8.4%	7.2%	8.2%	8.2%
% Recurring	65.6%	67.4%	63.1%	66.2%	70.3%	74.7%

5 year projections show substantial improvement in EBITDA driven by increase in revenues while gross margin percentages have remained steady

Model projections (\$m)	2016	2017	2018	2019
Core	\$397.2	\$456.1	\$509.7	\$557.7
Growth %	16%	15%	12%	9%
Signature	\$46.9	\$19.9	\$5.5	\$0
Growth %	(30%)	(58%)	(72%)	(100%)
Total Revenue	\$444.1	\$476.0	\$515.2	\$557.7
Growth %	8%	7%	8%	8%
Gross Margin	\$264.9	\$280.3	\$300.3	\$324.5
Gross Margin %	60%	59%	58%	58%
Operating Expenses	\$164.8	\$176.4	\$189.5	\$200.2
Operating Expenses %	37%	37%	37%	36%
EBITDA	\$98.6	\$102.2	\$109.2	\$122.7
Capital Expenses	\$10.7	\$11.5	\$12.4	\$13.5
Δ in Working Capital (Use)	(\$1.0)	(\$3.7)	(\$7.1)	(\$7.2)
Tax Rate % ⁽¹⁾	35%	35%	35%	35%

Monthly Cash Flow Forecast

(\$Millions)

	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16
Cash Flow - US									
EBITDA	\$ 4.1	\$ 3.0	\$ 12.1	\$ 2.4	\$ 4.9	\$ 8.1	\$ 1.4	\$ 5.0	\$ 10.6
Working Capital	2.7	0.5	2.1	(4.4)	2.1	(2.3)	(0.4)	(1.3)	(12.3)
Capex	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)
Professional Fees	(2.7)	(1.9)	(2.6)	(0.0)	(1.0)	(2.2)	(2.2)	(3.8)	(2.2)
Debt Service	(0.1)	(8.6)	(0.2)	(0.1)	(9.0)	(0.1)	(0.1)	(8.2)	(0.1)
Intercompany	(1.6)	0.1	2.0	-	-	-	-	-	-
BK Stress - P&L	-	-	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)
Other Reorg	(0.5)	(2.3)	(1.5)	-	-	(0.5)	-	-	-
Net Cash Flow	\$ 1.0	\$ (10.1)	\$ 10.2	\$ (4.0)	\$ (4.9)	\$ 1.1	\$ (3.2)	\$ (10.2)	\$ (5.8)
Cash Balance - Beg	11.0	12.0	1.9	12.1	8.1	3.3	4.4	1.1	(9.1)
Cash Balance - End	12.0	1.9	12.1	8.1	3.3	4.4	1.1	(9.1)	(14.9)
Cash Flow - International									
EBITDA	\$ 0.9	\$ 1.5	\$ 3.2	\$ 0.3	\$ 1.7	\$ 3.1	\$ 2.1	\$ 0.7	\$ 3.6
Working Capital	(3.3)	(1.8)	(0.2)	2.7	0.8	(4.8)	(0.2)	1.9	(1.1)
Capex	-	-	-	-	-	-	-	-	-
Intercompany	1.6	(0.1)	(2.0)	-	-	-	-	-	-
Net Cash Flow	\$ (0.9)	\$ (0.4)	\$ 1.0	\$ 3.0	\$ 2.5	\$ (1.6)	\$ 1.9	\$ 2.6	\$ 2.5
Cash Balance - Beg	17.6	16.8	16.4	17.4	20.4	22.9	21.2	23.1	25.7
Cash Balance - End	16.8	16.4	17.4	20.4	22.9	21.2	23.1	25.7	28.2
Cash Flow - Consolidated									
EBITDA	\$ 4.9	\$ 4.5	\$ 15.3	\$ 2.7	\$ 6.5	\$ 11.2	\$ 3.5	\$ 5.7	\$ 14.2
Working Capital	(0.6)	(1.3)	1.9	(1.6)	2.9	(7.1)	(0.7)	0.6	(13.3)
Capex	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)	(0.8)
Professional Fees	(2.7)	(1.9)	(2.6)	(0.0)	(1.0)	(2.2)	(2.2)	(3.8)	(2.2)
Debt Service	(0.1)	(8.6)	(0.2)	(0.1)	(9.0)	(0.1)	(0.1)	(8.2)	(0.1)
Intercompany	-	-	-	-	-	-	-	-	-
BK Stress - P&L	-	-	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)
Other Reorg	(0.5)	(2.3)	(1.5)	-	-	(0.5)	-	-	-
Net Cash Flow	\$ 0.1	\$ (10.5)	\$ 11.1	\$ (0.9)	\$ (2.4)	\$ (0.5)	\$ (1.4)	\$ (7.7)	\$ (3.3)
Cash Balance - Beg	28.7	28.8	18.3	29.5	28.5	26.1	25.6	24.2	16.6
Cash Balance - End	28.8	18.3	29.5	28.5	26.1	25.6	24.2	16.6	13.2

Source: Management business plan and AlixPartners.



Appendix: Business Primer



Safe Harbor Statement

Certain statements contained in this presentation constitute "forward-looking statements" within the meaning of the federal securities laws. Forward-looking statements are those that do not relate solely to historical fact. They include, but are not limited to, any statement that may predict, forecast, indicate or imply future results, performance, achievements or events. They may contain words such as "believe," "anticipate," "expect," "estimate," "intend," "project," "plan," "should," "may," "could" or words or phrases of similar meaning.

These forward-looking statements reflect our current views with respect to future events and are based on our current expectations and assumptions, which may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties and changes in circumstances that are difficult to predict. Many factors, which can be found in our filings with the Securities and Exchange Commission, could cause actual results to differ materially and adversely from these forward-looking statements.

The Company undertakes no obligation to update or revise any forward-looking statements or other information in this presentation to reflect events, information or circumstances occurring after the date of this presentation unless required by law to do so. Statements about the Company's past performance are not necessarily indicative of its future results.

Table Of Contents

- Executive Summary
- Industry Overview
- Products & Solutions
- Sales Overview
- Financial Review



Executive Summary

Aspect Overview – Leading Provider Of An Integrated Omni-Channel Consumer Engagement Software Suite



- Aspect (or the “Company”) is a global leader in omni-channel customer contact, workforce optimization and consumer engagement software solutions
- Global suite serves ~2,300 customers across 6 key industry verticals, as well as other horizontal industry segments

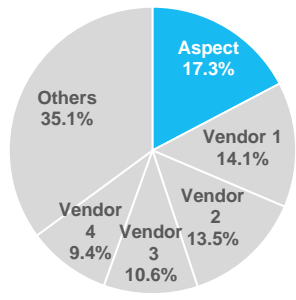
- Broad, fully integrated product portfolio providing interaction management and workforce optimization bolstered by ~40 years of expertise and ~500 patents
- Enterprise-grade software suite that can be deployed on-premises, in the cloud or as a hybrid platform
- ~62% core recurring revenue in 2015⁽¹⁾

Business Snapshot

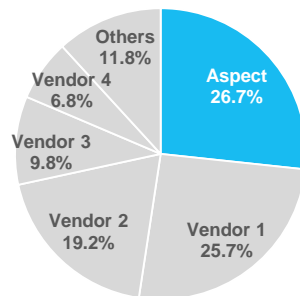
New Management Team:	July 2012	Founded:	1981
Headquarters:	Phoenix, AZ	Employees:	1,761
Office Locations:	48	Ownership:	
Customer Base:	~2,300	2015 Revenue⁽⁴⁾:	~\$410 Million
End Client Users:	1.4 Million+	2015 EBITDA⁽⁴⁾:	~\$96 Million

Outbound Contact Center & Workforce Management Market Share

2014 Outbound Contact Center⁽²⁾



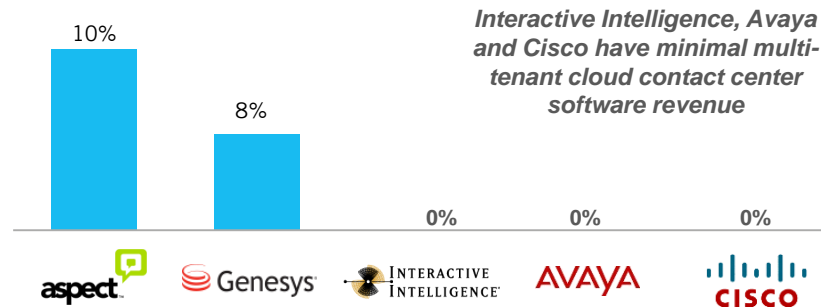
2014 Workforce Management⁽³⁾



Multi-Tenant Revenue % of Total⁽⁵⁾

(\$ in Millions)

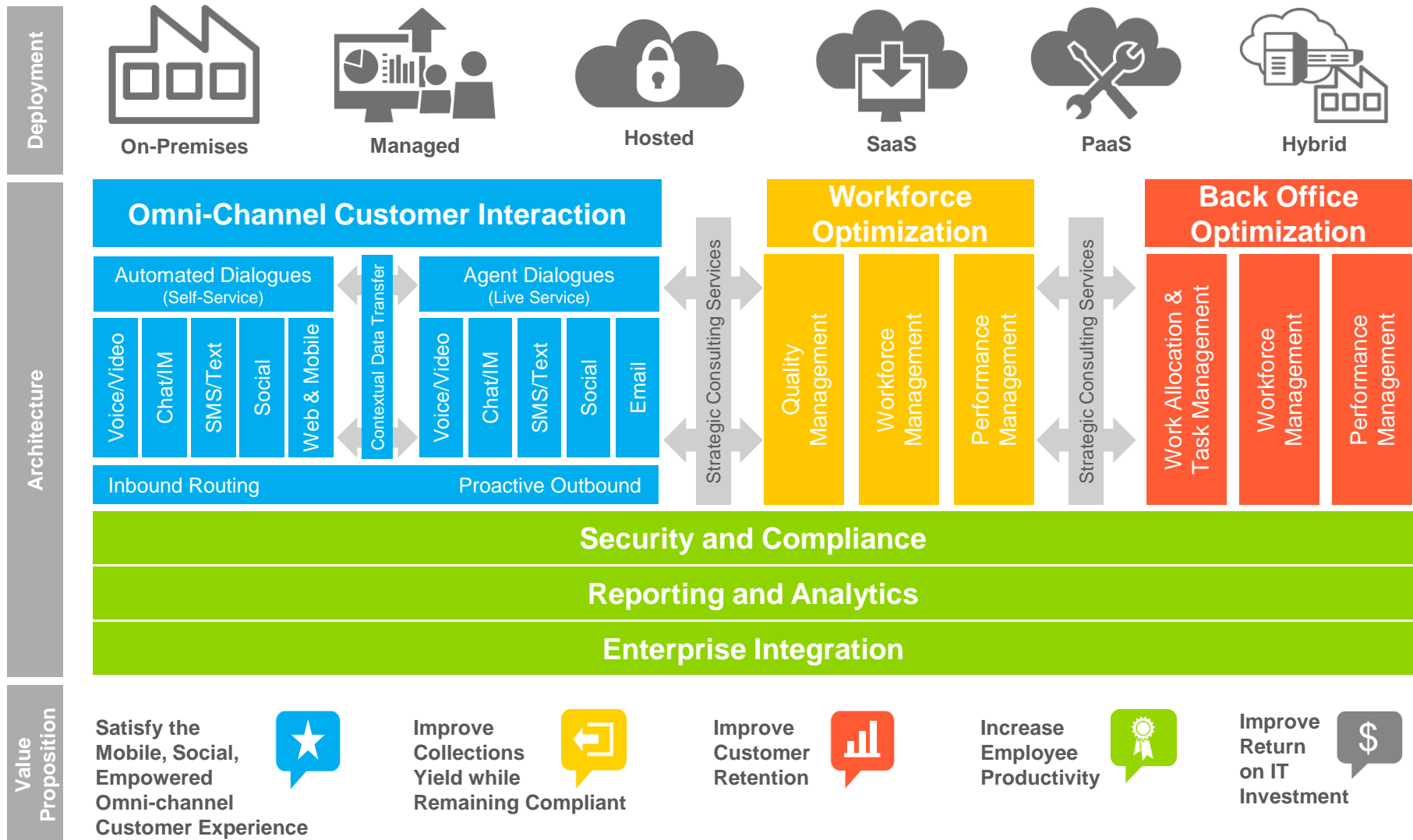
Multi-tenant



(1) Core recurring revenue includes Core Maintenance + Cloud.
 (2) Pelorus Associates.
 (3) Frost & Sullivan.
 (4) Includes preliminary financial information for Q4 2015

(5) Public filings, wall street research and market estimates for private companies.

Aspect At A Glance

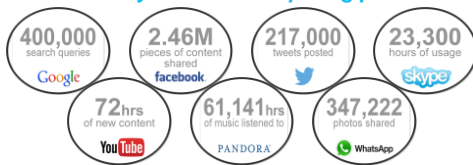


Aspect Is Helping Customers Navigate Rapid Change

Movement to the Cloud⁽¹⁾

- 90%+ of US-based companies are using some sort of cloud computing service
- 60%+ of US-based companies now report that cloud components represent 1/3 or more of their overall IT architecture
- Amazon web services has more than 1 million active users using cloud services

Scalability of cloud computing powers:



Every minute of every day

Internet of Things (IoT)⁽²⁾

"Disrupt and reconstruct the supply chain of every industry."

Forbes, Dec 2013

2014

- 2bn connected devices shipped
- \$180bn in revenue

"In healthcare, IoT will allow for an 80-100% reduction in the counterfeiting of drugs."

Business Etc., Jun 2014

"IoT has the potential to create massive disruptions in telecom, cable, broadband and even how we define the Internet."

Wired, Jul 2014

2020

- 8bn connected devices ship per year
- 28bn total devices already connected
- More than 4 devices for each person on the planet
- > \$1t in revenue

Industry Implications

From:

Sell to Telecom Department

Cost Reduction

Enterprise View

Commodity Technology

To:

Sell to Executive Suite + LOB

Revenue Generation

Consumer Experience

Consultative Selling

Creative Disruption

- Highly successful businesses are bringing together the dual goals of maximizing the rate of value for the customer and maximizing the rate of revenue for the business

airbnb

LendingClub



U B E R

Customer
Maximize rate of
value capture



Business
Maximize rate of
revenue capture

New Expectations

- In 5 years millennials will represent 1.4t dollars of spending power



✓ Grown up digital, part of an always-on culture and massively connected by social media

✓ Influenced more by peer interactions and experiences than traditional brand affinity

✓ Less interested in phone and email, than text interaction

✓ Not only were they "mobile first," many are "mobile only"

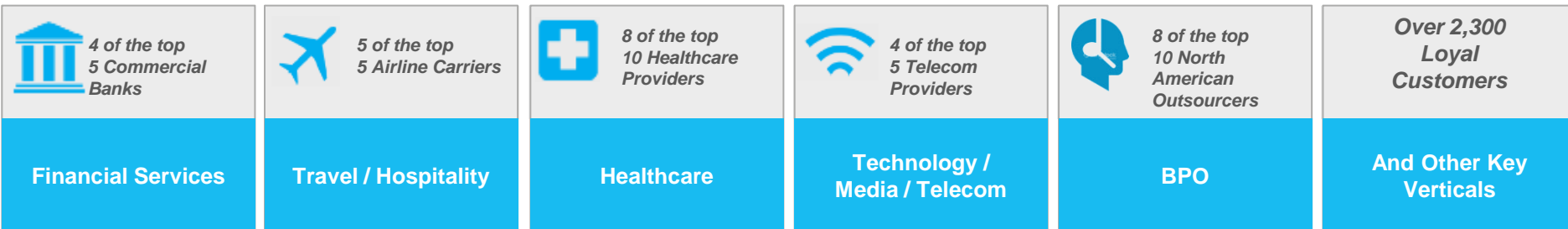
✓ Millennials are smarter consumers: before they connect with you, they've been on Google, checked social media, blogs and forums



Focusing on business outcomes, delivering as a service, redefining the engagement model and driving adoption

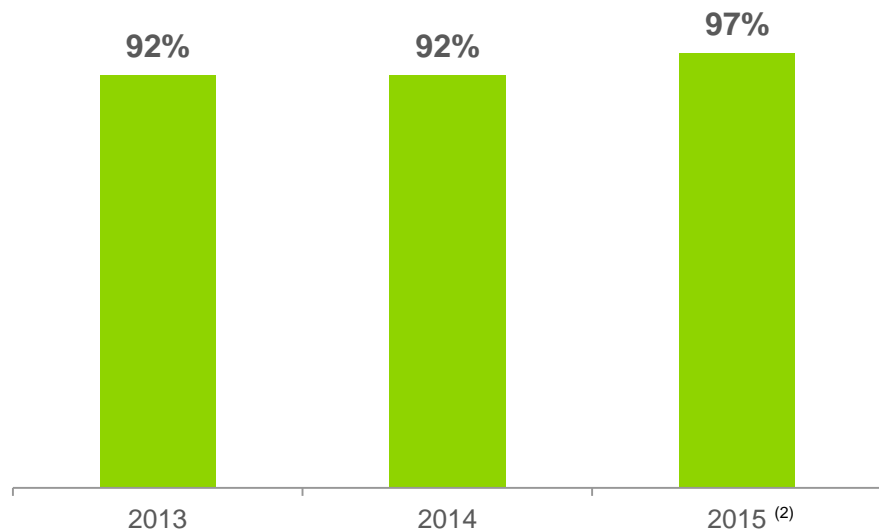
(1) Domo, CompTIA, Fortune, BusinessToday.
(2) Beecham research.

Aspect Customer Success Validates The Platform

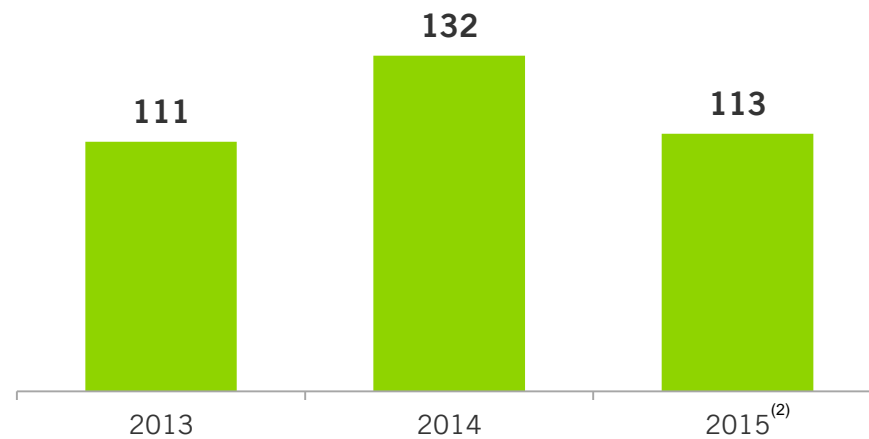


Key Customer Metrics

Core Retention Rates⁽¹⁾



New Logo Adds



Source: Company Management.

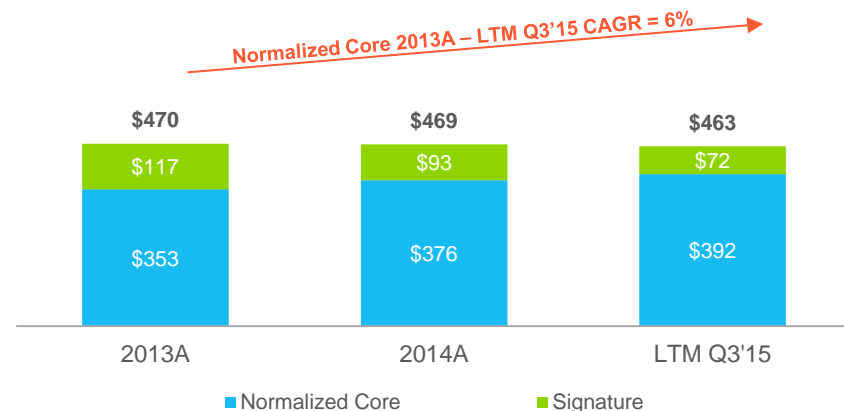
(1) Excludes Signature.

(2) Includes preliminary financial information for Q4 2015.

Significant Scale With Robust Financial Outlook

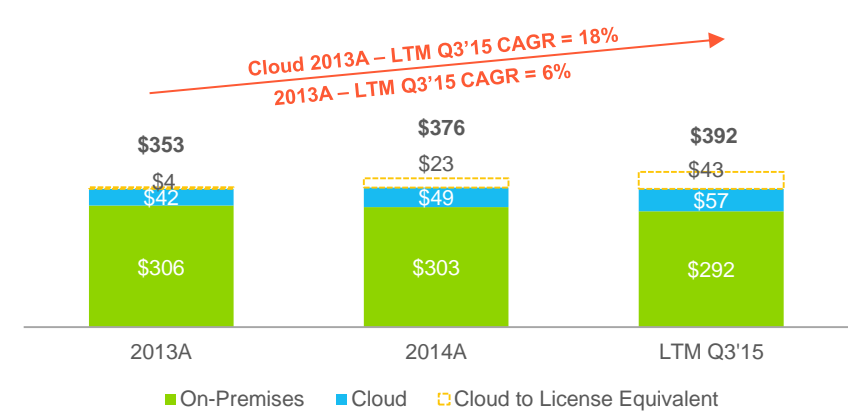
Growing PF Normalized Revenue⁽¹⁾⁽²⁾

(\$ in Millions)



PF Normalized Core Revenue (Excludes Signature)⁽²⁾⁽³⁾

(\$ in Millions)

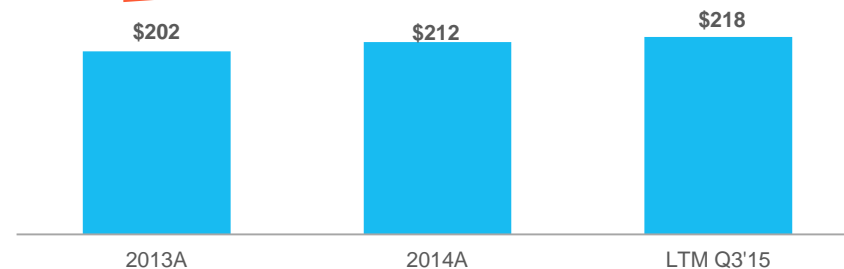


PF Core Recurring Revenue

(\$ in Millions)

~62% recurring, not including maintenance from signature

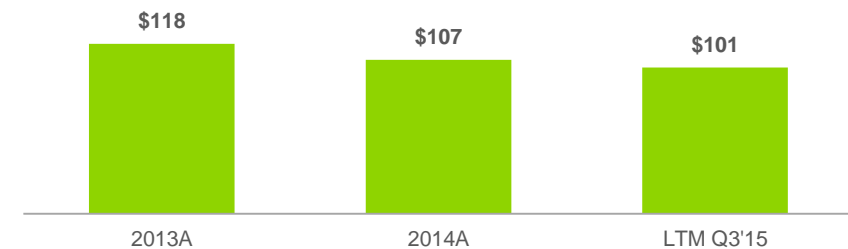
2013A – LTM Q3'15 CAGR = 4%



PF EBITDA

(\$ in Millions)

Cash flow conversion of ~90% with minimal capex and no capitalized software



Note: All 2013 figures inclusive of July 2013 Voxeo acquisition.

(1) Reflects GAAP revenue + pro forma for Voxeo acquisition.

(2) PF Recurring Core Revenue includes GAAP Core Recurring + Voxeo + Cloud to License Equivalent; Cloud to License Equivalent reflects a 2.8x multiplier on New Cloud ACV to normalize for revenue generation as if those sales were perpetual licenses, per Company guidance; assumes 26% of New Cloud ACV is recognized as revenue in the first year based on historical data per Company guidance.

(3) PF Core Revenue reflects GAAP revenues + pro forma for Voxeo acquisition less Signature.

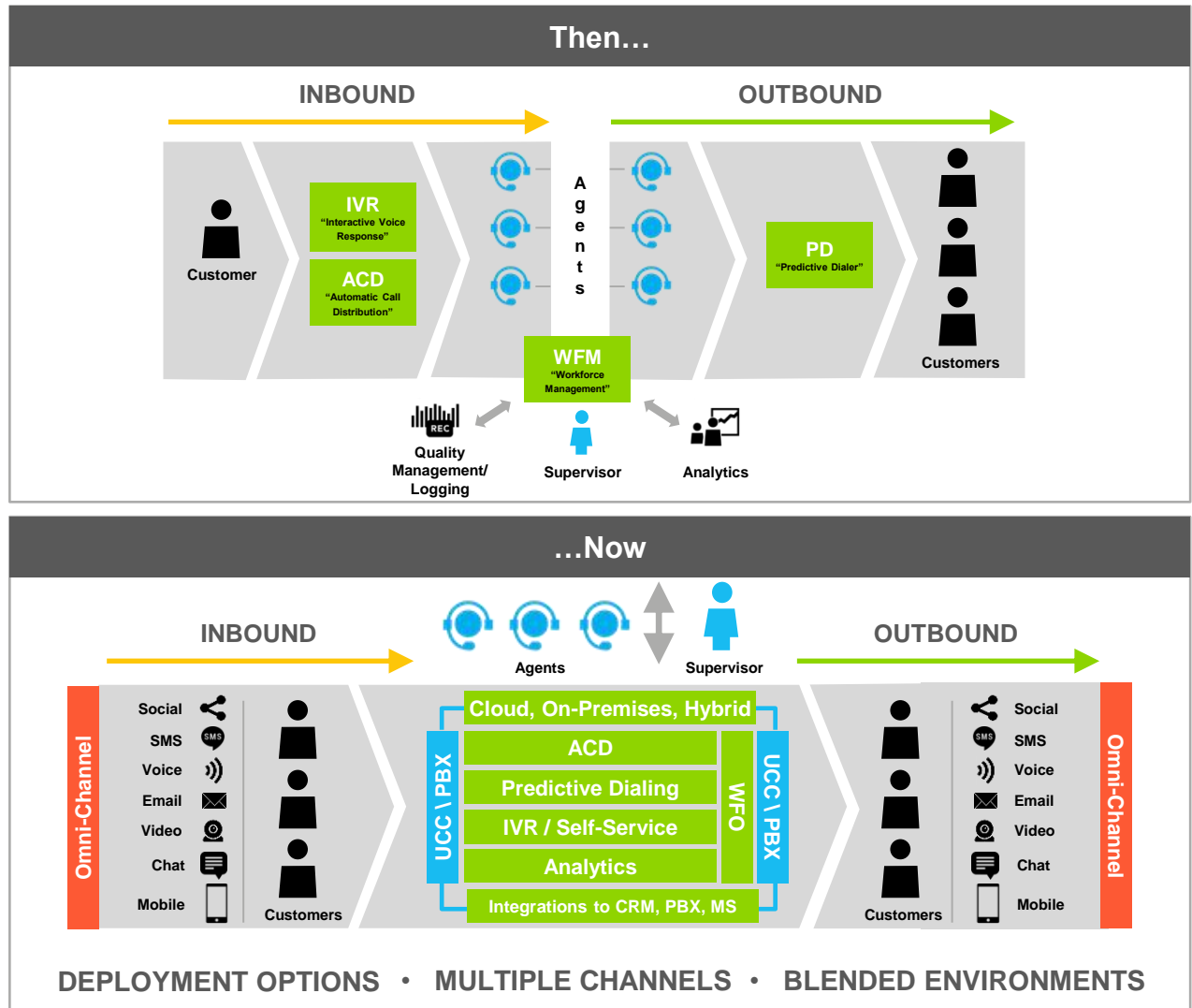


Industry Overview: What Matters To Aspect

Contact Center Technology Evolution

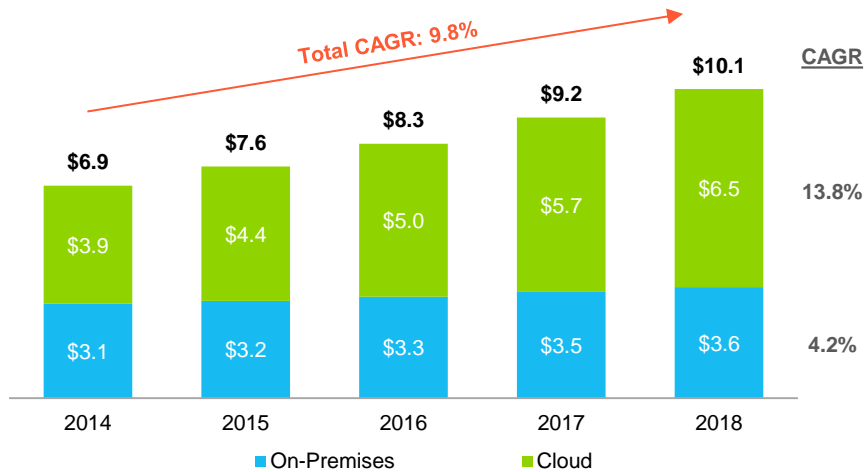
Key Points

- Contact center infrastructure consists of the hardware, software, telecom and services required to operate customer interaction centers
- Contact centers require a wide range of technologies and functionality. The most critical software elements every contact center requires include:
 - Multimedia contact routing and prioritization engines (inbound)
 - Interactive voice response (IVR) and voice portals for self-service
 - Predictive / outbound dialing capability for proactive contact
 - Tools for integration with CRM software
 - Contact center workforce management and optimization tools
 - Integrated customer interactions across all channels (omni-channel customer interactions)
- Contact centers have evolved from traditional inbound / outbound to omni-channel interactions



Contact Center Business Evolution

Contact Center Software Market (\$bn)⁽¹⁾



Contact Center Software Market Segments

2014 & 2015 Market Sizes (\$m) And Growth Rates

Category	2014	2015	2014 – 2018 CAGR
Inbound (Premise)	1,470	1,493	3.2%
Outbound (Premise)	195	199	3.1%
IVR (Premise)	407	424	4.6%
WFO (Premise)	1,003	1,059	5.6%
Cloud Contact Center ⁽²⁾	3,860	4,388	13.8%
Total	6,934	7,562	9.8%

From:

Productivity

Single Channel

Point Solutions

On-Premises / Perpetual

Siloed LOB

To:

Profitability

Omni-Channel

Integrated Suite

Cloud, Hybrid Cloud / Subscription

Single View of the Customer

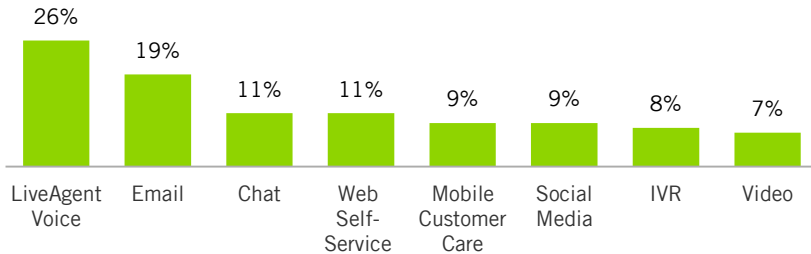
(1) Frost & Sullivan.
 (2) Includes inbound, outbound, multichannel, WFO, IVR.

Customer Experience Is The New Marketing

Omni-Channel Driving Growth

- Consumer engagement suites allow for improved integration of contact center components, lower costs / reduced implementation time, as well as easier administration

Customer Interaction Channel Usage



Source: Frost & Sullivan.

Customer Service Perspectives

Omni-channel customers spend 3.5x more than single channel customers

55% of Americans have moved away from at least 1 company in the past year due to poor customer service

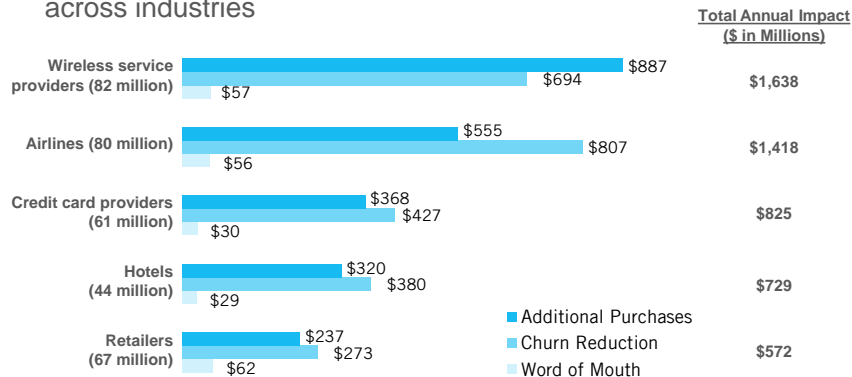
Customers are 4x more likely to defect over service issues than a price / product issue

1 in 3 consumers would contact a company more frequently if they could text them

Source: Aspect survey / McKinsey.

Importance Of Customer Experience

- Better customer experience drives millions in revenue benefit across industries

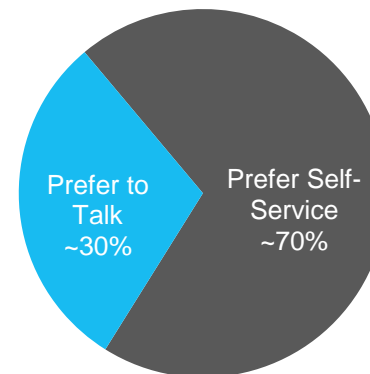


Base: US online adults (ages 18+) who have interacted with brands in the past 90 days (numbers have been rounded to the nearest whole number)

Source: North American Technographics Customer Experience Online Survey, Q4'13 (US).

Growing Consumer Preference for Self-Service

American Consumer Service Preference



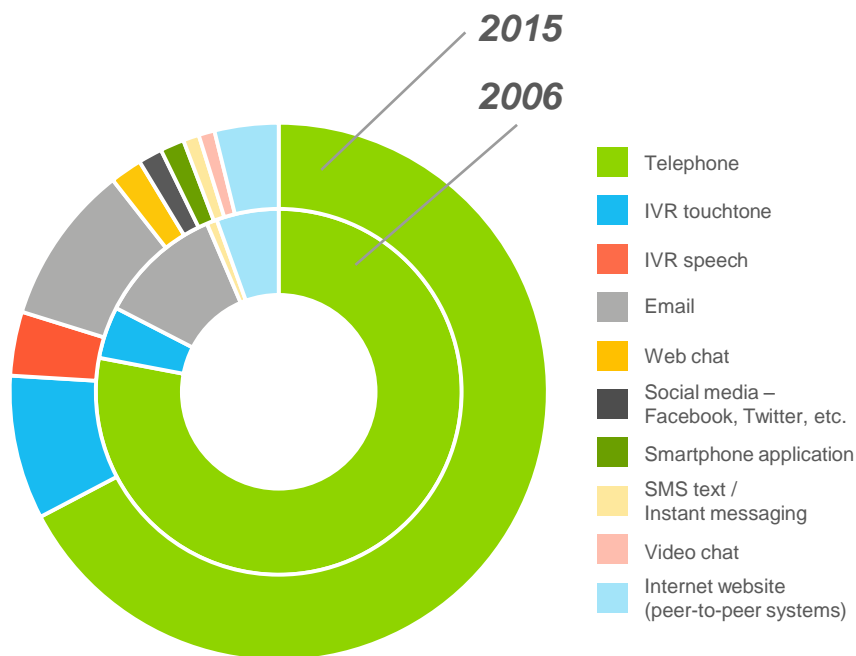
Over 70% of Americans want the option to solve most product and service issues by themselves

Source: Aspect survey.

Aspect Is Bridging The Gap Between Technology And Consumer Engagement

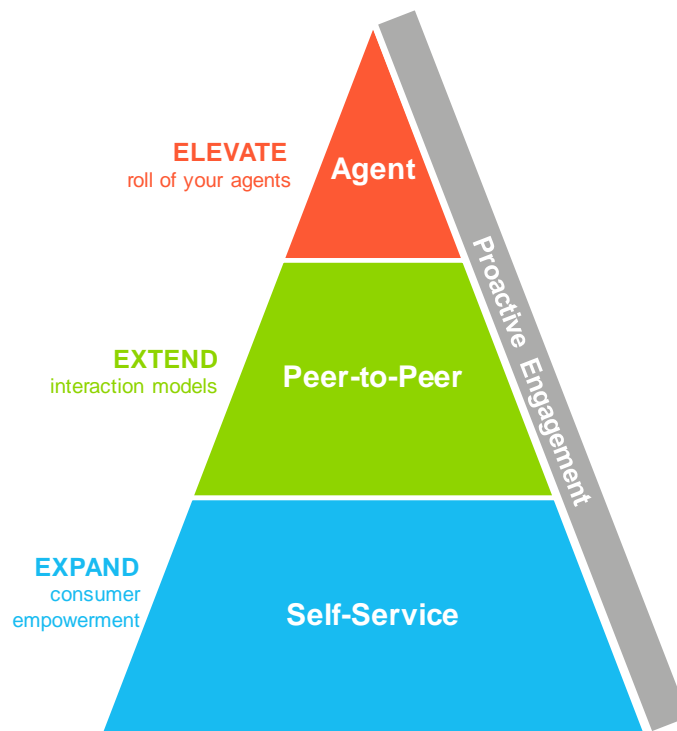
Contact Centers Transitioning To Digital⁽¹⁾

- Ten years ago there was no web chat, smart phone apps, social media and very little email
- Today, digital interactions account for over 35% of all interactions and, at the current rate, will overtake voice-only in two year's time



Consumer Engagement Reference Model

- Aspect helps its enterprise customers implement a strategy for increasing consumer relevance by mapping the technology to appropriate customer segments based on preference, personalization and channels of choice
















(1) Merchants, Dimension Data Subsidiary 2015 Global Contact Centre Benchmarking Report.



Products & Solutions

Comprehensive Product Suite

	Inbound + Outbound Interaction Management		Self-Service Applications	Workforce Management
			Aspect CXP Aspect CXP Pro	Aspect WFO
Customer Segment	Large Enterprises	Mid-Size Enterprises	All Enterprises	All Enterprises
Product Description	<ul style="list-style-type: none"> Comprehensive omni-channel consumer engagement software suite Supports both inbound and outbound functionality, on-premises or hosted 	<ul style="list-style-type: none"> Pure cloud, multi-tenant omni-channel contact center suite Designed for rapid deployment and targeted at mid-market customers 	<ul style="list-style-type: none"> Enables contact centers to easily design, implement and deploy IVR and self-service customer contact applications Multi-tenant solution across multiple communication channels 	<ul style="list-style-type: none"> Provides quality management, productivity analytics and scheduling for contact center agents Available on-premises or in the cloud
Customer Penetration	300k seats	5,900 seats	870 accounts	1.3m seats
Aspect Cloud				
Partner Cloud				
On-Premises and Managed				

Best-In-Class User Experience

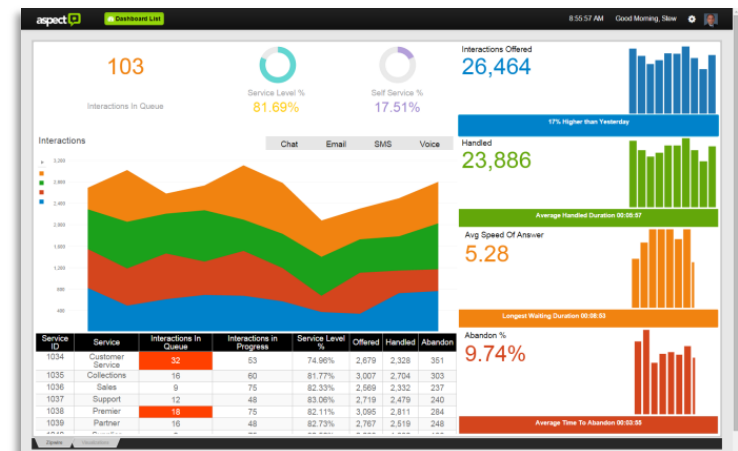
Aspect Workforce Optimization Suite



Aspect Unified Agent Desktop



Aspect Analytics



Aspect's Competitive Positioning

Aspect's Market Leading Contact Center Capability



Why Aspect Wins

- Multi-Session / Omni-Channel
- Tightest Integration With WFO
- ALM-Campaign Management
- Outbound Regulatory Compliance
- Integrated Self-Service and Mobile Application Development Platform

	aspect	AVAYA	CISCO	Genesys	INTERACTIVE INTELLIGENCE
Multi-Site Routing	●	◐	◑	◑	◐
IVR / Self-Service	●	◑	◐	◑	◐
Outbound Dialing	●	◐	◐	◐	◐
Outbound Compliance	●	◐	◐	◐	◐
Proactive Engagement	●	◐	◐	◑	◐
Complete Integrated WFO	●	◐	◐	◐	◐
Direct Hosted / SaaS	●	○	○	◑	◐
Omni-Channel Routing	◐	◐	◐	◐	◐
Social Customer Care	◐	◐	◐	◐	◐
Management / Ease of Use	◐	◐	◐	◐	◐



Source: Company Management.

Aspect's Competitive Positioning (Continued)

Aspect's Market Leading WFO Capability



Why Aspect Wins

- Best UX In The Industry
- Broadest Deployment Flexibility: On-Premises, Cloud, Managed
- Push Notification: Desktop, Mobile, Watch
- QM + PM: Best In Class
- Open & Extensible
- Architecture + Significant User Community (1.4m+ Users Driving 2 Releases Per Year vs. Competitors)

	aspect	NICE	VERINT
Workforce Management			
Modern User Interface			
Recording			
Quality Management			
Performance Management			
Text Analytics			
Coaching & eLearning			
Back Office			
Direct Hosted WFO			
Partner Hosted WFO			



Source: Company Management.

Product Development Organization Overview

- Experienced leadership team with successful backgrounds in enterprise systems development
- Deep expertise in workforce management and performance analytics algorithms
- Q4'14 Global R&D headcount of 376
- Global organization with centers of excellence in US, India and Russia
 - ~50% of the development resources outside US
- Strong mix of talent sourced from leading customer engagement competitors

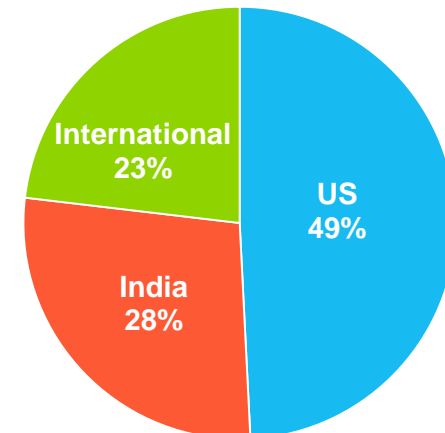


Headcount	Development	244	25
	QA	94	—
	Technical Writer	13	—
Total		351	25

Product Development Headcount By Region



Personnel Breakdown



(1) Zipwire column refers to the product development headcount at Bright Pattern.



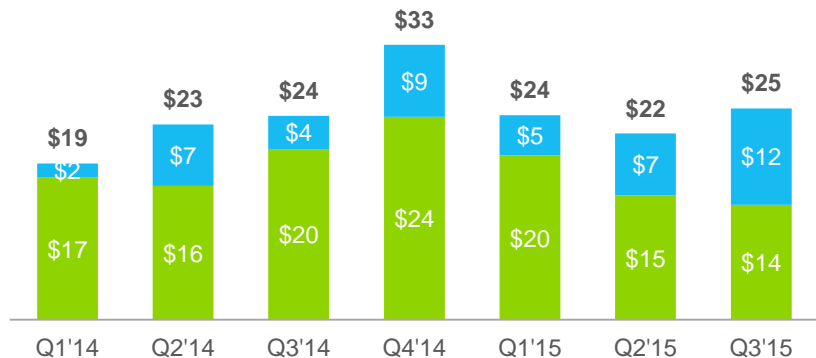
Sales Overview

Select Sales KPIs

New Product Bookings

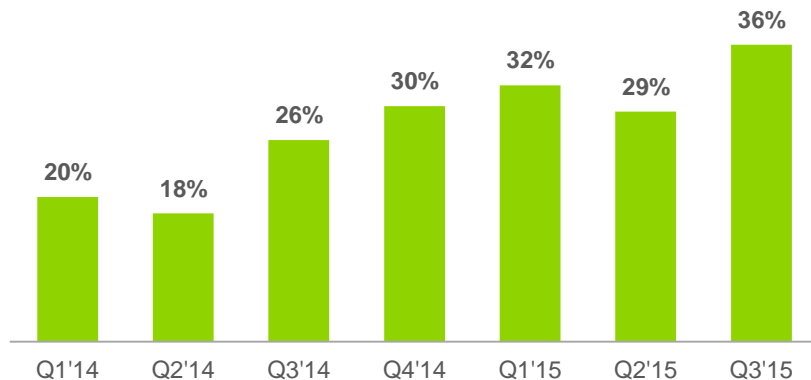
(\$ in Millions)

■ On-Premises ■ New Cloud (TCV)



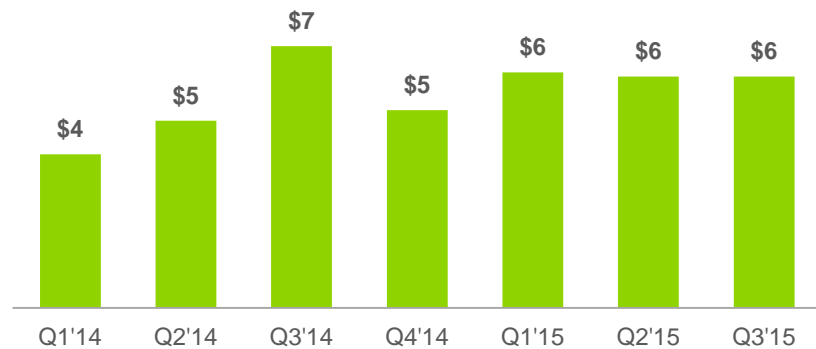
25% YoY growth in 1H'15 with cloud being 27% of bookings

Conversion Rate



Product Bookings

(\$ in Millions)

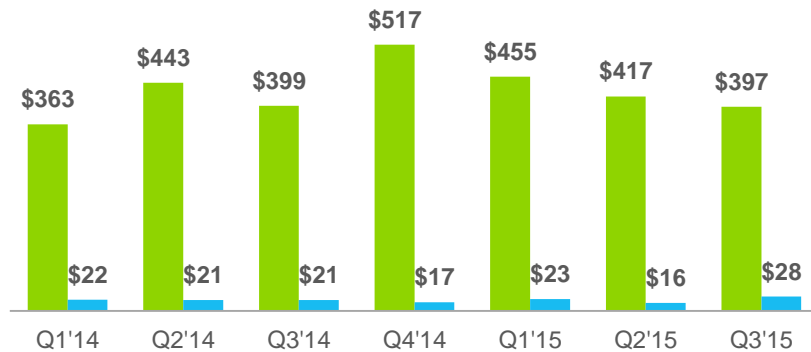


Product bookings from channel partners grew over 22% YoY in 1H'15

Average Deal Size

(\$ in Thousands)

■ Deals over \$100k ■ Deals under \$100k



Average deal size for transactions in excess of \$100K grew over 8% YoY in 1H'15

Realizing Higher Value Sales Results

Implementation Excellence



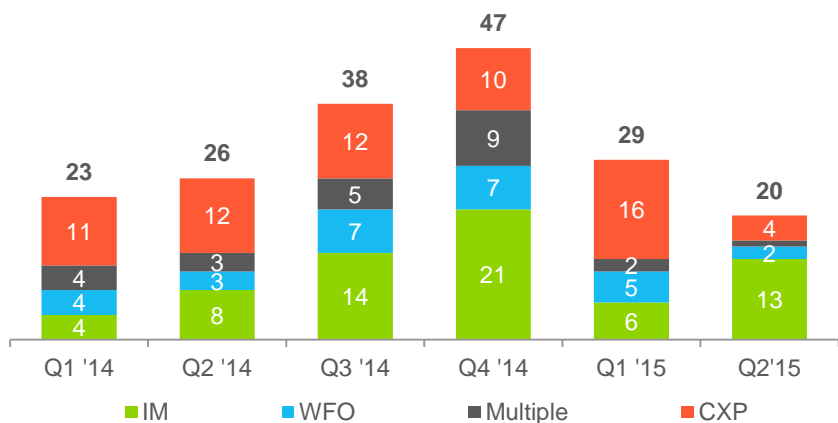
Integrated Value Proposition



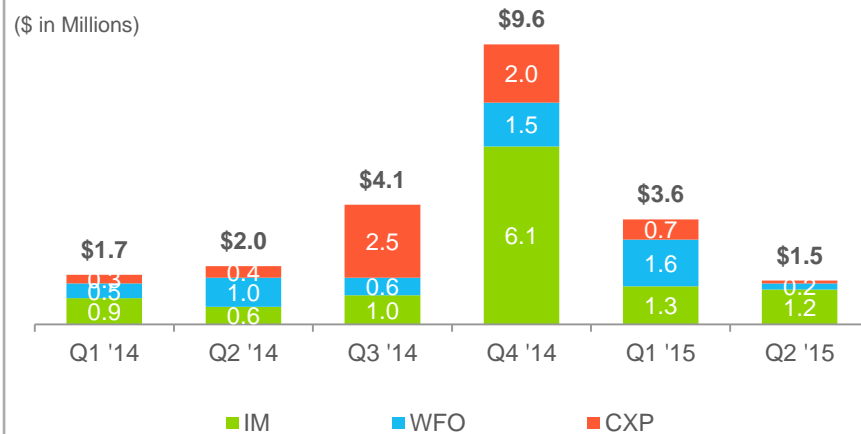
Higher Value Solutions



New Customer Count



New Customer Product Bookings





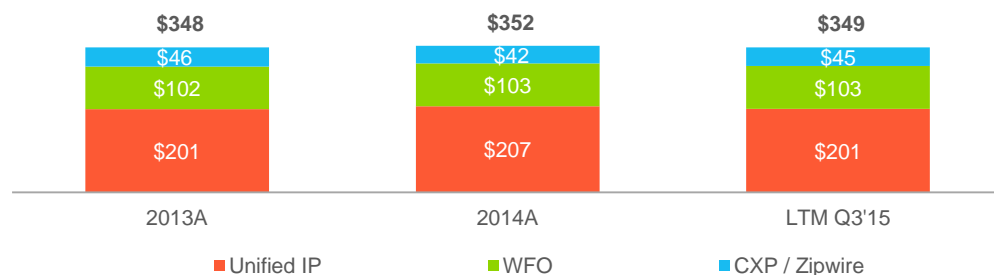
Financial Review

Core Growth Driven By Strong Underlying Business Fundamentals

PF Core Revenue By Product⁽¹⁾

(\$ in Millions)

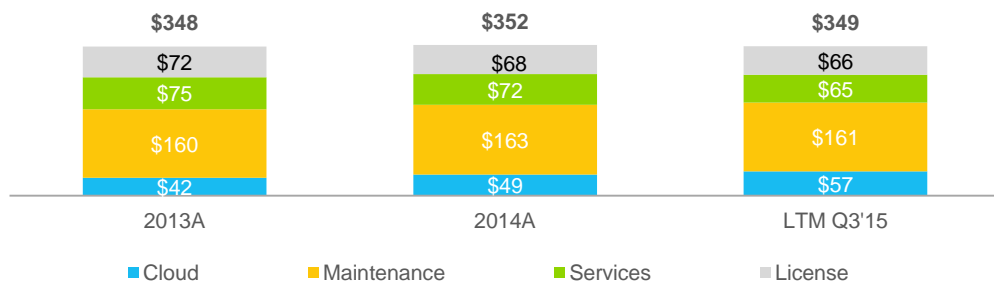
2013A – LTM Q3'15 CAGR = 0%



PF Core Revenue By Type

(\$ in Millions)

2013A – LTM Q3'15 CAGR = 0%



Unified IP

- Strong reception to Unified IP 7.3 release in Aug. 2014
- Increased focus on migrating customers from Signature platform
- Conversions of existing Unified IP on-premises customers to SaaS solution



WFO

- Successfully cross-selling WFO with new Unified IP, CXP and Zipwire customers
- Up-selling existing WFM customers additional modules including Speech & Recording and Performance Analytics
- Conversions of existing WFO on-premises customers to SaaS solution



CXP, Zipwire & Aspect Outbound Cloud

- Combination of market leading, multi-tenant cloud platforms has driven revenue synergies across the portfolio
- Full suite of products entices existing on-premises customer base to move to the cloud
- Leader in respective markets (outbound, self-service, multi-channel) increases referencibility and accelerates revenue growth



Recurring Revenue

- In motion transition from maintenance to subscription-based recurring revenue
- Increasing recurring revenue driven by conversion of existing base and aided by new cloud customer acquisitions

Source: Company filings and management guidance.

(1) Unified IP and WFO revenue figures include each of their associated cloud revenue streams.

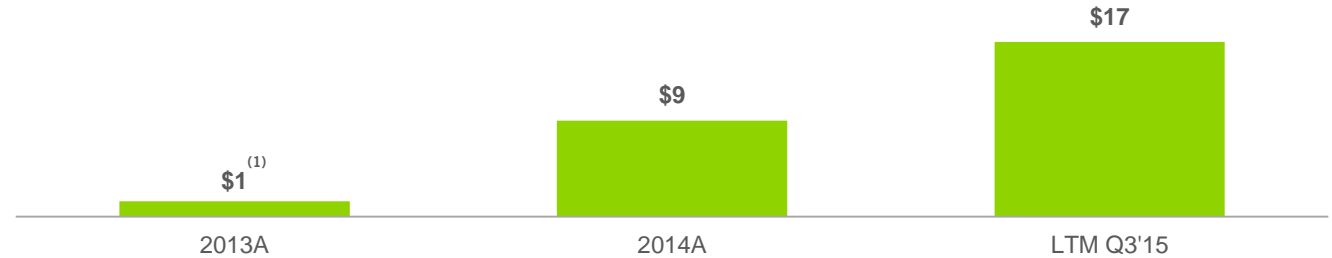
Increasing Cloud ACV Bookings Driving Cloud Revenue Growth

Key Points

- Strong pipeline with increasing total contract value drives growth
- Average contract length for a cloud booking is 2.8 years
- Focus on converting existing on-premises opportunities to cloud
- As-a-cloud solution generates >2x revenue of an on-premises solution over five year period

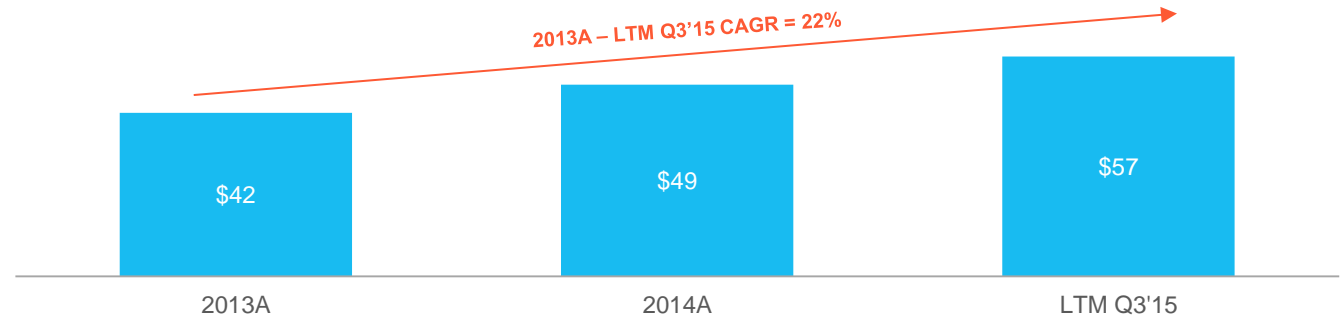
New Cloud ACV Bookings

(\$ in Millions)



Cloud Revenue

(\$ in Millions)



Source: Company filings and management guidance.
(1) Figure is Pro Forma for two large contracts worth ~\$9.4m.

Highly Predictable And Diversified Business Model

(\$ in Millions)

Key Points

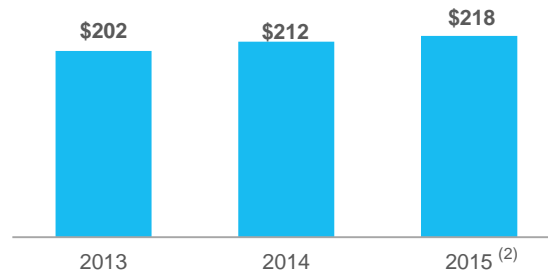
Significant Recurring Revenue

- Significant Recurring Revenue
 - Large proportion of highly recurring core revenue (62% of revenue including maintenance and cloud) provides stability to the Company's financial model and strong visibility into future performance
 - Maintenance renewal rate approximately 95%+
- Margin From Maintenance (>75%)
- Well Diversified Across Industries And Geographies
 - Significant international business and large, blue-chip customer base resilient to economic cycles
 - Leadership in six key industry verticals and well-diversified amongst many

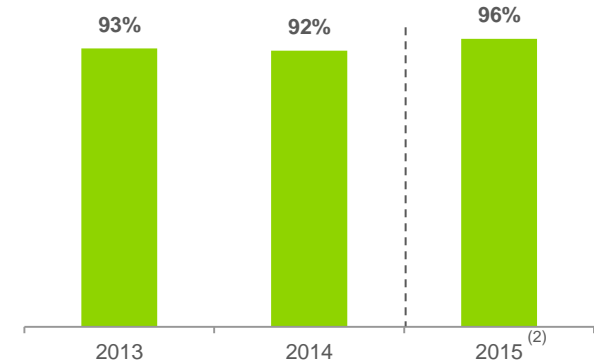
Significant Recurring Revenue Driven By Strong Retention Rates

PF Core Recurring Revenue⁽¹⁾ (Excludes Signature)

~62% recurring, not including
Maintenance from Signature⁽²⁾

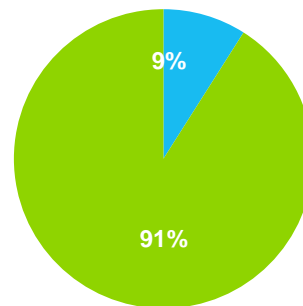


Core Maintenance Renewal Rates



Well-Diversified Revenue Base

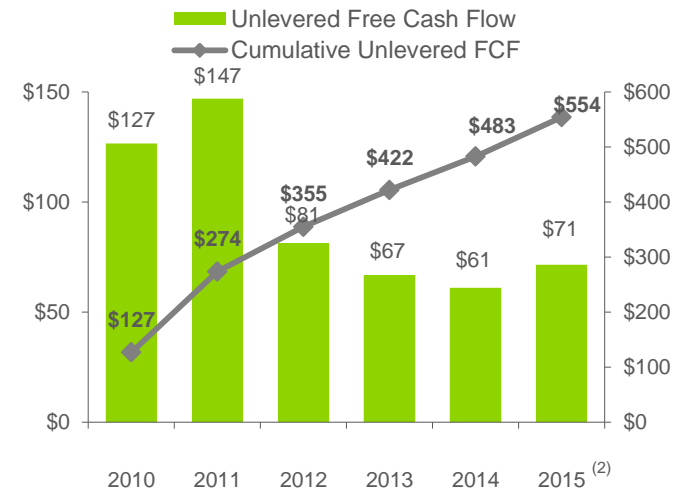
2015 Top 5 Customers (as % of Total Revenue)



■ Top 5 Customers

■ Other Customers

Significant Cash Flow Generation⁽³⁾



Source: Company filings and management guidance.

(1) PF Core Recurring revenue includes GAAP Core Recurring revenue + pro forma for Voxeo acquisition (excludes Signature maintenance).

(2) Includes preliminary financial information for Q4 2015.

(3) Unlevered free cash flow is equal to: cash flow from operations less capital expenditures plus interest expense. Includes preliminary financial information for Q4 2015.

Key Investment Highlights

Leading Provider of Omni-Channel Consumer Engagement Software

- Broad, fully integrated product portfolio providing interaction management, workforce optimization and consumer engagement bolstered by ~40 years of industry expertise and 500+ patents
- #1 outbound contact center, #1 in Workforce Management and highest rated IVR vendor⁽¹⁾
- Unmatched deployment flexibility that supports on-premises, private cloud and hybrid installations

Significant Scale With Robust Financial Outlook

- ~\$410 million of revenue and ~\$96 million of EBITDA in 2015⁽²⁾; minimal capex and no capitalized sw drives cash flow
- Double digit growth in cloud bookings / revenue drives double-digit core revenue growth
- Successful conversion of Signature maintenance to core software product offerings

Massive Addressable Market Poised For Meaningful Growth

- Total addressable market of \$7bn growing ~10% a year from 2014 to 2018 (addressable by cloud solutions growing at ~14% a year over the same period)⁽³⁾
- Market opportunity bolstered by increasing importance of customer experience, omni-channel interactions and growth in multi-modal customer dialogues

Innovative Cloud Suites With Rich Functionality

- Provides attractive consumer engagement software suite fully deployable via the cloud
- Cloud revenue of ~\$58 million for 2015⁽⁴⁾, puts it on par with the leading pure-play cloud contact center vendors
- Offers ability to conduct customer care at the point of service via omni-channel functionality

Global Blue Chip Customer Base With Cross-Sale Opportunities

- More than 2,300 customers across various industry verticals, with 169 new logos in 2014
- 77% of Aspect's customer base has only 1 out of 5 products, creating a massive cross-sell opportunity



(1)
(2)
(3)
(4)

Frost & Sullivan, Pelorus Associates and Speech Technology Magazine.

Includes preliminary information for Q4 2015.

Frost & Sullivan.

Includes all SaaS /Hosted related revenue. Includes preliminary financial information for Q4 2015.

EXHIBIT D

Corporate and Organizational Chart

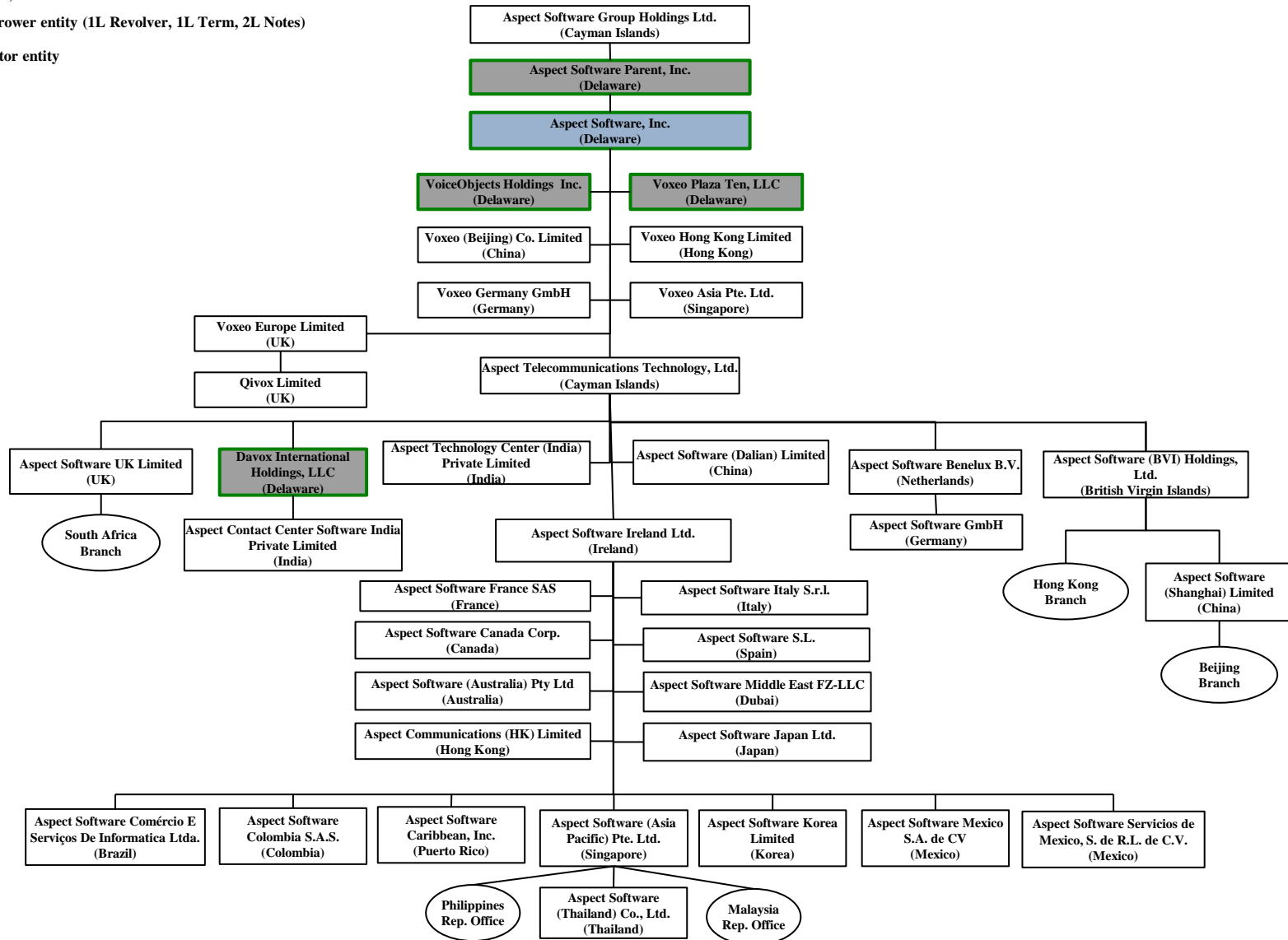
Case 16-10597 Doc 4 Filed 03/09/16 Page 140 of 140

Corporate Organization Structure

■ Guarantor entity (1L Revolver, 1L Term Loan, 2L Notes)

■ Borrower entity (1L Revolver, 1L Term, 2L Notes)

□ Debtor entity



*VoiceObjects Holdings Inc., Voxeo Plaza Ten, LLC, and Davox International Holdings, LLC are all member-managed by Aspect Software, Inc.