

Included Warranty and Support

Hardware warranty: One to Three years

Versadial includes a one year warranty on all computer hardware it sells. Voice recording cards carry a two or three year warranty

Versadial will repair any defective hardware for a period of one year from the time of purchase. If remote access is available, we will perform a remote diagnostic analysis of your recording system to determine whether you are experiencing a configuration problem or if hardware repair is necessary. If Versadial finds that a recording card requires repair, you will receive RMA authorization to ship it back to Versadial for in-house repair. It can take 4-6 weeks to complete a repair. If a replacement card is needed during this repair period, you will need to purchase a new recording card which can then be used as a spare once the repaired card is returned.

Regular one year Continuation Support and Upgrade plan is included with initial purchase.

Optional warranties

The included one year full warranty is usually enough for most customers, however you have the choice of optional extended warranties, a software support & upgrade only plan or per case software support as well.

Two or Three year extended warranty (Available for purchase at the time of sale only!)

For customers that want additional years of support for the computers housing the recording cards, an extended warranty can be purchased for two or three years at a price of 20% or 35% of the cost of just the computer parts. This warranty applies only to certified hardware, and does not cover additions or modifications that have not been made or approved by Versadial. The recording cards have set warranties that cannot be extended.

Pricing

1 year hardware warranty	2 year hardware warranty	3 year hardware warranty
Included with every Kit or system	Optional for 20% of the computer cost	Optional for 35% of the computer cost

Support Options Contact sales representative for support price list -PL

Regular support - support for cases and sites which do not include SMDR/CDR , CTI, D-Channel or VOIP configuration.

Advanced support - support for cases SMDR/CDR , CTI, D-Channel or VOIP configuration.

A support case includes one or more calls necessary to completely resolve the particular problem.

Disclaimer: Versadial Solutions will support all clients according to purchased support case and/or valid annual support and upgrade subscription plan . Dealers will receive unlimited technical support from Versadial Solutions engineers according to customer purchased support case and/or valid annual support and upgrade subscription plan.

Per case support (Available for purchase at any time.)

Regular installation / re-installation support case -(PL)

Advanced installation / re-installation support case -(PL)

Regular maintenance support case - (PL)

Advanced maintenance support case -(PL)

After hours support - 50% extra fee

Continuation Support Plans - initial and continuous subscription

Regular (no SMDR/VOIP/D-Channel/CTI).

Includes:

- 1 year of free software upgrades
- 4 free regular support cases. Additional cases with 50% discount from the list price
- low cost

Advanced (for SMDR/VOIP/D-Channel/CTI).

Includes:

- 1 year of free software upgrades
- 4 free advanced support cases. Additional cases with 50% discount from the list price
- low cost

Non-Continuation Support Plans -subscriptions interrupted for month or more

Regular (no SMDR/VOIP/D-Channel/CTI).

Includes:

- 1 year of free software upgrades
- 4 free regular support cases. Additional cases with 50% discount from the list price
- higher cost

Advanced (for SMDR/VOIP/D-Channel/CTI).

Includes:

- 1 year of free software upgrades
- 4 free advanced support cases. Additional cases with 50% discount from the list price
- higher cost

Advantages of continuous support plan subscription

- free upgrades to latest software releases
- 4 free support cases. 50% discount for extra support cases
- lower costs of replacement of the lost license key
- low costs of support plan renewal
- low cost of the system expansion

Versadial Technical Support Policy

Scope: Versadial will deliver Support Services for your Versadial Software and/or Versadial supplied system in accordance with the terms of this Policy, including the section captioned "Limitations" below. We will provide Support Services for Software when used in a Supported Configuration. You are entitled to receive Support Services during the term of your Support Plan Subscription, based on the offering you purchased.

Language Support: We primarily provide Support Services in English.

Designated Contacts: We will provide Support Services to you through your Designated Contacts. Your Designated Contacts will be responsible for (i) overseeing your request for assistance, and (ii) developing and deploying troubleshooting processes within your organization. Your Designated Contacts must be technically skilled and knowledgeable about the Software and the environment in which it is being used, in order to help resolve system issues and to assist Versadial in analyzing and resolving service requests; otherwise, our ability to provide Support Services to you may be impaired and Versadial may request that you replace the Designated Contact

Support Case Management Activities: We will use commercially reasonable efforts to manage your Case and address your Problem according to our remote support procedure and the support offering purchased. All case management targets and delivery timelines are goals and not commitments, and the actual timing may vary based on the support offering purchased and the country or site where your Software is deployed. You must provide us with timely responses, testing assistance and any information we may reasonably need to address your Problem. We will take reasonably sufficient steps in a number of ways to address your Problem. In some cases, we may recommend that we remotely perform diagnostic and troubleshooting activities. To initiate such remote access, we will need your express consent and assistance.

Subcontractors: Versadial reserves the right and you consent to our use of subcontractors to provide Support Services

Your Compliance: To help us deliver Support Services to you more efficiently and effectively, you need to have current Support plan subscription with available free Support cases or purchase Support case. Versadial reserves the right to (1) invoice you for applicable Support Services fees, if and as appropriate, or (2) in our sole discretion, elect to stop providing Support Services for that Software license until such time as you become compliant.

Limitations: Versadial provides Support Services to address issues where your Software/System does not substantially conform to its Documentation, where such Software/System is used in accordance with its Documentation. Therefore, Versadial is not responsible to provide Support Services for Software/System that has been damaged by a deliberate act, misuse, accident, modification, natural disaster, act of nature, "act of God," power failure or surge, unsuitable physical or operating environment, improper maintenance by you or others, or failure caused by components or technology that Versadial did not supply. In addition, we are not responsible for delay or inability to provide Support Services due to delays you cause or which are caused by network, system or telephone line problems, or by outages or denials of service or any events outside of Versadial's reasonable control. Versadial is not obligated to provide Support Services for any Software/System operating in an Alternative Configuration. In the event you have not used, installed, serviced or implemented all Software/System in accordance with the Documentation, our Support Services may be limited or unavailable for your Software/System.

Support availability:

Regual hours: Mon-Fri 8:00am-5:00:pm , Pacific Time

Extended hours: Mon-Fri 5:00am- 8am and 5:00pm- 9:00pm, Saturday 9:00am-5:00:pm , Pacific Time

Support cases should be scheduled in advance.

Definitions:

a) "We," "we" or "our" or "Versadial" means Versadial Solutions.

b) "You," "you" or "your" means you as the customer, the company, or the legal entity that has obtained the Software/System to which the Support Services apply.

Terms and conditions

The submittal of an order, by the buyer, represents the buyer's agreement to and with all of the Sales Terms and Conditions. Versadial reserves the right under its product improvement policy to change construction and/or design detail (as made by the manufacturer) of the products reflected in this catalog and to furnish such products when so altered without reference to the specifications used herein. Furthermore, Versadial assumes no liability associated with the use of the products contained herein, nor is Versadial liable for any losses, damages, or costs of any kind arising from the use, suitability, or function of the products contained herein. Versadial is not responsible for typographical or printing errors. All orders are subject to approval and acceptance by Versadial. Acceptance of any order is not represented until the order is shipped. The right to refuse any order is reserved by Versadial.

Orders Versadial accepts orders through the telephone, E-mail, or fax. Orders will not be processed until payment is received. If payment is made by personal or business check, the order will not be processed until the check clears our bank. By placing an order, the buyer agrees that the products will only be used in a legal and lawful manner in accordance with all applicable federal, state, and local laws and regulations. Cancelled orders are subject to a 5% order cancellation fee. Versadial does not accept COD orders. International buyers are wholly responsible for any import licensing requirements, custom duties, and import restrictions. It is the international buyers' responsibility to ascertain destination country laws, regulations, and customs prior to ordering.

Payments Versadial must receive payment before shipping the product. Payments can be a money order, cashier's check, bank check, personal check, business check, wire transfer, American Express, Visa, or MasterCard. Payment for all international orders must be payable in US funds and collectible in a US bank. Do not send cash with your order as Versadial cannot be responsible for cash payments made through the mail.

Shipping Delivery for recording kits is 2-4 days within the U.S. and 5-10 days for international orders. Delivery for a complete system is 2-3 weeks within the U. S. and 3-4 weeks for international orders. Shipping and handling charges are calculated at the standard FedEx rate, plus insurance and handling. Versadial's shipping carriers are Federal Express, and DHL. Buyers may use their own account through the previously mentioned carriers. Versadial does not ship to P.O. Boxes. The method of shipment is left at the discretion of the seller, however most orders are shipped via DHL or FedEx. It is the buyer's responsibility to check all received orders for damage prior to acceptance from the carrier as any products damaged in transit are the responsibility of the carrier and a claim for damaged products should be filed with the carrier. Any delay in filing a claim with the carrier may result in a loss to the buyer. Our responsibility for ordered products ceases when the shipment leaves our facility. For international shipments, Versadial ships all products with the purchased price as the value of the shipment.

Sales tax All orders shipped within the state of California require the payment of a 7.75% sales tax as reflected on the order form. It is possible that in the future, Versadial will be required to collect sales tax for orders shipped to other states. If the collection of sales tax for states other than California becomes a requirement, it is the buyer's responsibility to pay the applicable sales tax. By placing an order the buyer agrees to pay all applicable sales tax.

Returns & exchanges Versadial products may only be returned for credit or refund no later than thirty (30) days from the date of the original Versadial invoice. All return(s) must be accompanied by an RMA number. The following is the Versadial RMA Policy: The customer must first obtain an RMA number. The RMA number must be clearly marked on the outside of each package returned. All returned merchandise must be packed in their original packaging including all original accessories and documents. The customer must prepay and insure all return shipment(s). Risk or loss due to improper labeling or delivery is solely the responsibility of the customer. Additionally, all merchandise to be returned under this privilege must be processed according to the instructions as described in the Versadial RMA Policy. All returns must comply with the instructions in the Versadial RMA Policy. All manufacturer's warranty cards, where applicable, and manuals must be left blank and returned with the system. Customers should leave the warranty cards, where applicable, blank, until after thirty (30) days. All non-defective products returned under conditions as described in the above paragraphs shall be subject to 5% restocking and handling charge. After thirty (30) days from the date of the original invoice, the merchandise may only be replaced or repaired, if defective and under warranty. No return privilege, either credit or refund, shall be given to such merchandise. All expendable items, shipping costs, credit card and bank processing fee are non-refundable. **IMPORTANT:** Versadial charges a replacement license fee per channel for a lost usb license key. In the case of a faulty key replacement, the return of the original key is required in order to exchange for a new key. Transferring the license between existing multiple keys is not available.

Warranties Versadial, warrants its voice logging computer system(s), ("System"), to the original buyer, ("Customer"), against defects in material and workmanship for a period of one (1) year from the date of the original Versadial invoice under normal use and service. A 2nd and 3rd year of coverage can be purchased from Versadial. A Versadial system ("System") is defined as a computer system manufactured by Versadial, which consists of a motherboard, main memory, case, power supply, disk controller(s), video adapter, multi-channel voice board(s), port(s), floppy drive(s), hard drive(s), CD-R/CD-RW, or DVD-RAM drives. This warranty only covers the Versadial system, as it received. This warranty does not cover damages resulting from alternations, assemble, negligence, accidents, misuse, abuse, improper power source, improper operating environment, or repairs and services rendered by anyone other than a service representative authorized by Versadial, or perils such as war, fire, theft, water, or vandalism. This warranty is valid only for original buyers and applies only to merchandise which was purchased new and in the original packaging.

Warranty services All warranty services must only be performed by Versadial in Irvine, California and its authorized technicians. Versadial shall not be responsible and will not honor any warranty claims resulting from any other services rendered to Versadial systems. At the sole discretion of Versadial, the system or its components may be repaired or replaced. Customers sole and exclusive remedy for claims under this warranty is through this warranty service.

VoIP Recording Versadial's VoIP recording solution does not contain network spanning provisions. It is the customer's responsibility to put all VoIP phones to be recorded on a SPAN or mirror port for access by the recording system. The spanning possibilities depend on the switch manufacturer and not all brands have the same functionality. This could reduce the options for recording. The ideal situation is to have all VoIP phones in a single VLAN, which is placed on a SPAN port. IPSec (IP Security) protocol and any form of audio encryption are not supported.

Laws & regulations It is the responsibility of the buyer to determine the legality and conform to all federal, state, and local laws and regulations regarding the purchase, possession, and/or use of the Versadial products. By placing an order with Versadial, the buyer agreed that the products will only be used in a legal and lawful manner in accordance with all applicable federal, state, and local laws and regulations. Any liability and/or damage resulting from the misuse and/or unlawful use of Versadial's products is that of the buyer, not Versadial. Furthermore, by submitting an order to Versadial, the customer does unconditionally stipulate that the venue for any legal action on behalf of Versadial will be located in Orange County, in the State of California.

Disclaimer All other express and implied warranties for the Versadial System, including the warranties of merchantability and fitness for a particular purpose, are hereby disclaimed, some states do not allow the exclusion of implied warranties or limitations on how long and implied warranty lasts, so the above limitations may not apply to you. If this system is not in good working order as warranted above, your sole and exclusive remedy shall be repair or replacement as provided above. In no event will Versadial be liable to a customer or any third party for any damages in excess of the purchase price of the merchandise. This limitation applies to damages of any kind including any direct or indirect damages, lost profits, lost savings or other special incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise arising out of the use of or inability to use such system, even if Versadial or an authorized Versadial representative or dealer has been advised of the possibility of such damages or of any claim by any other party. Some states do not allow the exclusion or limitation of incidental or consequential damages for some products, so the above limitations or exclusions may not apply to you.