

Warranty and Support

Including Terms and Conditions / End User License Agreement

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Definitions:

1. “Designated Contact” means a Reseller or third party who calls on behalf of a Direct Customer or an Indirect Customer and represents them for support related matters.
2. “Direct Customer” means a business or individual who purchased a Versadial product directly from Versadial.
3. “End User” means any person or business that uses a Versadial product.
4. “Indirect Customer” means a business or individual who purchased a Versadial product through a Reseller or third party.
5. “Software Maintenance Plan” means a yearly subscription plan with Versadial Solutions that allows access to the support desk and upgrades.
6. “Support Case” means one specific technical issue that begins when an End User or Customer Representative contacts Versadial technical support (via telephone or email) and ends when either the single specific technical issue is resolved or Versadial technical support deems it non-resolvable.
7. “Versadial Software” or “Versadial System” means all software and hardware, including PC servers, recording boards, complete systems, and kits and any other Versadial related product.
8. “We” means Versadial Solutions.

Included Warranty

Hardware Warranty (One Year): Versadial includes a one year warranty on all computer hardware it sells. This warranty only covers the Versadial system, as its received. This warranty is valid only for original buyers and applies only to merchandise which was purchased new and in the original packaging. This warranty does not cover damages resulting from alterations, 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, vandalism or Acts of God.

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/exchange, you will receive an RMA authorization to ship it back to Versadial for in-house repair/exchange. It can take 4-6 weeks to complete a repair/exchange. If you wish to receive a card before the repair/exchange is processed, you may purchase a replacement card. Once you receive the original repaired/exchanged card no refund or credit will be provided. You may use the second card as a backup or resell.

Warranty Services (One Year): All warranty services must 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.

Optional Extended Warranties

The included one-year full warranty is usually enough for most customers; however, you have the choice of optional extended warranties.

Two or Three Years Extended Warranty on Hardware: Available at The Time of Sale Only!

For customers that want additional years of support for the computer(s) and recording card(s), an extended warranty may be purchased. This warranty applies only to certified hardware and does not cover additions or modifications that have not been made or approved by Versadial.

Hardware Warranty

1-year hardware warranty	2-year hardware warranty	3-year hardware warranty
Included with every Kit or system	Contact Versadial For Costs	Contact Versadial For Costs

Software Maintenance Plan - Purchased License

The Software Maintenance Plan includes access to the support desk for one year and one software upgrade and one re-configuration support. One year Software Maintenance Plan is included with initial purchase. After the one year of ownership is over, an optional Software Maintenance Plan may be purchased. Software Maintenance Plan pricing is based on the number of channels being recorded and if the purchase is a continuation or a reinstatement.

Note: The recorder will continue to work without an active Software Maintenance Plan. The ability to purchase a single support case is not available. Support or access to software upgrades will not be available to End Users without an active Software Maintenance Plan.

Advantages – Continuous Software Maintenance Plan:

- Access to support desk with unlimited support cases
- One software upgrade per year
- One re-configuration per year
- Discounts for expansion
- Low-cost Software Maintenance Plan renewal
- Lower cost for license key replacement

Disadvantages of Letting Software Maintenance Plan Expire:

- No support is available without an active Software Maintenance Plan
- No software upgrades are available
- If you choose to reinstate your Software Maintenance Plan after interruption, your reinstatement rate will be significantly higher
- Replacement of lost license key is not available
- System expansion is more expensive, if needed, it would require plan reinstatement
- Leased/Rental License Option

Subscription License Option - 1 Year Term

Versadial Solutions offers an alternative license usage option. The subscription option is priced on a yearly basis and allows usage of the VSLogger recording license for 1 year term, with the option to renew each year thereafter. At the end of the said term, the license will expire and must be re-purchased and reactivated to continue recording.

During the subscription period, support and maintenance is included. Any software configurations or changes will be covered. Any physical changes, hardware, additional cards, is out of the scope of the Software Maintenance Plan and coverage falls under our Hardware Warranty above.

Additional licenses may be added to the recorder and pro-rated (fee due at time of addition) to terminate at the end of the original subscription term. The number of channel licenses may be reduced, however, no refund will be provided for the reduction of licenses during the subscription term. Upon renewal of subscription term, the new license fee will be adjusted (increased or decreased) accordingly.

Terms and Conditions - Support

Access to Support: Access to the support department is only provided to customers who have an active software maintenance plan (“Maintenance Plan”) purchased through Versadial. The first year of ownership of a Versadial System and Software includes an active Maintenance Plan.

Scope: Versadial will deliver support services (“Support”) for your supplied System and/or Versadial developed software (“Software”) 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 software maintenance plan, based on the offering you purchased.

Language Support: We primarily provide support services in English.

Designated Contacts: We will provide Support 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 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.

Support availability:

Regular 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.

*Extended support hours have additional fees not included with your Software Maintenance Plan.

Your Compliance: To help us deliver Support to you more efficiently and effectively, you must have an active Maintenance Plan. 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 for that System and/or Software until such time as you become compliant.

Limitations: Versadial provides Support 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 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 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 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 may be limited or unavailable for your Software/System.

In no case will Versadial be held liable for total time it took to resolve the problem. Please take these factors into account if contracting outside consultants as a designated contact.

Hardware Replacement: Advance hardware replacement is generally not available. Versadial supplied hardware is thoroughly tested prior to shipment and rarely has any defects on delivery. Majority of the issues during installation are related to wiring, which should be performed according to voice board manufacturer specifications. In limited cases and at Versadial's discretion, hardware replacement can be shipped prior to receiving returned unit. Should Versadial fail to receive the defective unit(s), you will be billed the then current Versadial list price for the product. Non-payment may result in suspension of all support services from Versadial. In no case will more than one replacement unit be sent prior to the return of the defective unit.

Confidentiality: Versadial's agents, officers or employees do not access or require any confidential information to access the recorder for support services. No recordings or meta-data captured/stored by the Versadial recorder is required to properly maintain and service the recorder. Any personal or private information collected, incidentally or otherwise, is considered confidential and will not be stored or disclosed by Versadial, its agents, officers or employees.

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.

Terms and Conditions - Sales Purchase

The submittal of an order, by the buyer, represents the buyer's agreement to and with all of the Sales Terms and Conditions.

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. Canceled 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, customs 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: Shipment for orders are processed within 4-6 weeks and are dependent on product inventory and third-party manufacturer supply. 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 FedEx or DHL. 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 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 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 shall be subject to 15% 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.

Warranties: Versadial, warrants its voice logging computer system(s), 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 System, as it is received. This warranty does not cover damages resulting from shipping, alterations, assembly, negligence, accidents, misuse, abuse, improper power source, power surges, natural disasters (ie. lightning strikes, flooding), 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. Returns made because the customer is unable to access their SPAN or mirror port is considered a non-defective return and is subject to a restocking fee as outlined in Returns & Exchanges.

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 an 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.

[Terms and Conditions - Subscriptions](#)

Term – Software Subscription Orders: Each subscription order will commence 10 days after the purchase date (the "Subscrip-

tion Start Date”), and will continue for the period specified in the sales order or, if not so specified, one year (the “Initial Subscription Term”), unless sooner terminated in accordance with Customer’s Termination and Refund below.

The Initial Subscription Term renewal will be automatically billed in advance for an additional term of the same length as the Initial Subscription Term (each a “Renewal Subscription Term”) unless either party declines renewal by notifying the other party in writing.

The Initial Subscription Term and each Renewal Subscription Term are individually referred to as the “Subscription Term”.

Expiration of Software: The Versadial software is set to automatically expire at the end of the Subscription Term unless renewed and reactivated by the customer. At the end of the Subscription Term, the software will cease to record. It is the responsibility of the customer to maintain a subscription for uninterrupted recording.

Customer’s Termination and Refund: Customer may terminate the Subscription Term for any reason during the Subscription Term. Customer will not be entitled to any refund of subscription fees paid for the active Subscription Term unless termination occurs within 30 days of Subscription Start Date and is during the Initial Subscription Term.

Software Subscription Fees

Initial Subscription Term: Initial Subscription Term includes an initial configuration fee plus the first year subscription fee.

Renewal Subscription Term: Each Renewal Subscription Term constitutes the yearly subscription fee as specified in each sales order issued.

Renewal Grace Period: Customer must renew within 2 months of the expiration of the Subscription Term to avoid termination. Failure to pay within the grace period will terminate the subscription and customer will no longer be considered under the Renewal Subscription Term. To reinstate terminated subscription customer will be subject to reactivation under the Initial Subscription Term.

Other Terms

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. All applicable laws shall also be governed by California law.

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. If this system is not in good working order as warranted above, and the 30-day return policy has expired, 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.

End User License Agreement - Permanent License

IMPORTANT - READ BEFORE ACTIVATING THE SOFTWARE

SOFTWARE LICENSE AGREEMENT FOR VERSADIAL SOFTWARE

The Software includes product activation designed to prevent unauthorized use and copying. This technology may cause your computer to automatically connect to the Internet and may prevent uses of the Software that are not permitted. Do not activate the Software provided under this license agreement (“Agreement”), until you have carefully read this Agreement. By activating the Software you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not activate the Software. The effective date for this Agreement shall be the day you activate the licensed Software. You may have another agreement with Versadial Solutions (“Versadial”) that supplements or supersedes all or portions of this Agreement.

1. INSTALLATION/ACTIVATION

- a. Versadial grants to licensee the non-exclusive, non-transferable right to download, install, use, or otherwise benefit from the functionality or intellectual property of the copyrighted Software only in accordance with the terms of this Agreement
 - i. You may only transfer the Software on a permanent basis to another person or entity after written notice and approval by Versadial, provided that you retain no copies of the Software and the transferee agrees to the terms of this agreement.
- b. You may use one copy and license activation of the Software on a single computer or single virtual machine.
 - i. You may not use a previous version or copy of the Software after you have received an upgraded version as a replacement of the prior version, all copies of the prior version must be destroyed.
- c. One activation per license allowed.**
 - i. License(s) transferred and activated on another computer or virtual machine may incur additional fees.
 - ii. License(s) can be reactivated on the same computer or virtual machine as original activation, for single purpose of updating licensed features (e.g. extra channels or features added to original license)

2. TERM OF AGREEMENT

- a. This license agreement will continue for the specified duration or in perpetuity unless you violate the terms or destroy all your copies of the Software.

3. DEFINITIONS

- a. “Software” includes all computer code, activation codes and other materials, including any updates and upgrade thereto, that are provided to you under this Agreement.
- b. “Documentation” means the manuals, help files, help web pages and the like that are provided with the Versadial product in hard copy and/or as computer files.

4. COPYRIGHT – INTELLECTUAL PROPERTY RIGHTS

- a. The Software is copyrighted and is protected by United States copyright laws and international treaty provisions. You will not remove any vendor information and copyright notice from the Software.
- b. You agree to prevent any unauthorized copying and usage of the Software. Except as expressly provided herein, no license or right is granted to you directly or by implication, inducement, estoppel, or otherwise, specifically Versadial does not grant any express or implied right to you under Versadial patents, copyrights, trademarks, or trade secret information.

5. LICENSEE RESTRICTIONS

- a. The Software and Product is licensed as a single integral product; its component or parts may not be separated for use on more than one computer, unless specifically instructed in documentation to install component on separate computer
- b. You may not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the Software.
- c. You may not copy the documentation which accompanies the Software.
 - i. Unless used for internal educational purposes.
- d. You may not distribute, sublicense, rent or lease any portion of the Software, user-manual to any competitor or third party.

6. COMPLIANCE

- a. Versadial has the right to inspect or audit by remote access or other reasonable means, to determine your compliance with these Software License Terms, including but not limited to usage levels. In the event such inspection or audit uncovers non-compliance with these Software License Terms, then without prejudice to Versadial's termination rights hereunder, You shall promptly pay Versadial any applicable license fees.

7. SUPPORT

- a. Versadial agrees to respond in writing (by email) to brief technical questions from Registered licensee only.
- b. Versadial reserves the right to determine if and/or when an error in Software coding exists, as well as when, how, and whether you will be sent a free correction.
- c. Versadial provides Technical Support desk only for users with current Software Maintenance plan

8. WARRANTY & LIABILITY

- a. No Warranties. Versadial expressly disclaims any warranty for the Software Product. The Software Product and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software Product remains with you.
- b. Versadial does not warrant that the functions contained in the Software will meet customer's requirements or that operation of the Software will be error free and/or without Interruption.
- c. In no event will Versadial be liable to you for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use of or the inability to make use of the Software, even if Versadial has been advised of the possibility of such damages, or for any other claim by any other party.
- d. Versadial shall not be liable for any special, indirect, incidental, punitive, or consequential Damages, including loss of profits, arising from or related to a breach of this agreement or the Operation or use of the Versadial device and software including such damages, without Limitation, arising from loss of data, loss of revenue or profits, failure to realize savings or other benefits, and claims against licensee by any third person, even if licensor has been advised of the possibility of such damages.
- e. Versadial shall have no liability related to the licensee's use of third party software. In no event shall third party software be deemed part of the software.

9. LAWS AND REGULATIONS

- a. 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.

10. ARBITRATION

- a. Any controversy or claim arising out of or relating to this contract, or the breach thereof, by and between the named parties, their successors, assigns, officers, shareholders and directors, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA"), under its Commercial Arbitration Rules, in effect as of the time of filing the arbitration, with a single arbitrator. The arbitration shall take place in Orange County, CA, using California State law for agreements entered into and to be performed therein, without reference to the law of any other jurisdiction for any perceived conflict of law. The arbitrator shall have discretion to award legal fees and costs to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control.

This arbitration provision survives the termination of this Agreement, and governs any disputes between the parties hereto, whenever said dispute(s) may arise.

Notwithstanding the foregoing, in the event the amount in controversy is \$5,000 or less, it will not be submitted to arbitration as above provided, but instead will be submitted to the jurisdiction of the Small Claims Court in Orange County, CA, applying California law for agreements entered into and to be performed therein, which Court has full authority to determine the outcome of the dispute and the above listed provisions for arbitration are deemed waived by the parties.

11. TERMINATION

- a. Without prejudice to any other rights, Versadial may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software Product and all of its component parts.

12. ENTIRE AGREEMENT

- a. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

13. SEVERABILITY

- a. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

14. LEGAL EXPENSES

- a. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

15. HEADINGS

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

End User License Agreement - Subscription

IMPORTANT - READ BEFORE ACTIVATING THE SOFTWARE

SUBSCRIPTION SOFTWARE LICENSE AGREEMENT FOR VERSADIAL SOFTWARE

The Software includes product activation designed to prevent unauthorized use and copying. This technology may cause your computer to automatically connect to the Internet and may prevent uses of the Software that are not permitted. Do not activate the Software provided under this license agreement ("Agreement"), until you have carefully read this Agreement. By activating the Software you agree to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not activate the Software. The effective date for this Agreement shall be the day you activate the licensed Software. You may have another agreement with Versadial Solutions ("Versadial") that supplements or supersedes all or portions of this Agreement.

1. DEFINITIONS

- a. "Software" means all computer code, activation codes and other materials, including any updates and upgrade thereto, that are provided to User under this Agreement.
- b. "Documentation" means the manuals, help files, help web pages and the like that are provided with the Versadial product in hard copy and/or as computer files.
- c. "User" means the individual or company that is registered with Versadial, and all third parties associated with the User who is authorized to access and use the Software
- d. "Subscription" means the term or period the User may use the Software

2. INSTALLATION/ACTIVATION

- a. Versadial grants to the User the non-exclusive, non-transferable right to download, install, use, or otherwise benefit from the functionality or intellectual property of the copyrighted Software only in accordance with the terms of this Agreement
 - i. User may not transfer the Software to a third party and use of the software is solely intended for the User.
- b. User may use one copy and license activation of the Software on a single computer or single virtual machine.
 - i. User may not use a previous version or copy of the Software after User has received an upgraded version as a replacement of the prior version, all copies of the prior version must be destroyed.
- c. **One activation per license allowed.**
 - i. License(s) transferred and activated on another computer or virtual machine may incur additional fees.
 - ii. License(s) can be reactivated on the same computer or virtual machine as original activation, for the single purpose of updating licensed features (e.g. extra channels or features added to original license)

3. TERM OF AGREEMENT AND RENEWAL

- a. **Subscription:** This Agreement will continue for the specified duration indicated on User's invoice, if no duration is provided, the default Subscription duration shall be 1 year starting with the order/renewal date of the invoice for the current period.
- b. **Renewal:** The Subscription may be renewed and extended at any time during the term or 30 day grace period after the termination of the Subscription.
- c. **Reinstatement:** After 30 day grace period, User may reactivate Subscription but additional charges may apply.

4. SOFTWARE USAGE

- a. **During Subscription:** User may use Software as defined within this Agreement and if provided to the extent outlined within the invoice associated with the term.
- b. **After Subscription:** Once the Subscription ends the User may not continue to use the Software. Usage of the Software after the Subscription will be considered a breach of this Agreement.

5. COPYRIGHT – INTELLECTUAL PROPERTY RIGHTS

- a. The Software is copyrighted and is protected by the United States copyright laws and international treaty provisions. The User shall not remove any vendor information and copyright notice from the Software.
- b. The User agrees to prevent any unauthorized copying and usage of the Software. Except as expressly provided herein, no license or right is granted to the User directly or by implication, inducement, estoppel, or otherwise, specifically, Versadial does not grant any express or implied right to User under Versadial patents, copyrights, trademarks, or trade secret information.

6. USER RESTRICTIONS

- a. The Software and product is licensed as a single integral product; its component or parts may not be separated for use on more than one computer unless specifically instructed in documentation to install the component on a separate computer
- b. User may not reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the Software.
- c. User may not copy the documentation which accompanies the Software.
 - i. Unless used for internal educational purposes.
- d. User may not distribute, sublicense, rent or lease any portion of the Software, user-manual to any competitor or third party.

7. COMPLIANCE

- a. Versadial has the right to inspect or audit by remote access or other reasonable means, to determine User's compliance with this Agreement, including but not limited to usage levels. In the event such inspection or audit uncovers non-compliance with this Agreement, then without prejudice to Versadial's termination rights hereunder, User shall promptly pay Versadial any applicable license fees.

8. SUPPORT

- a. Versadial provides technical support desk help during the term of this agreement.
- b. Versadial provides free access to newer version upgrades during the term of this agreement.
- c. Versadial agrees to respond in writing (by email) or phone to brief technical questions from registered User only.
- d. Versadial reserves the right to determine if and/or when an error in Software coding exists, as well as when, how, and whether User will be sent a free correction.

9. WARRANTY & LIABILITY

- a. No Warranties. Versadial expressly disclaims any warranty for the Software. The Software and any related documentation are provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software remains with User.
- b. Versadial does not warrant that the functions contained in the Software will meet User's requirements or that operation of the Software will be error-free and/or without interruption.
- c. In no event will Versadial be liable to User for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use of or the inability to make use of the Software, even if Versadial has been advised of the possibility of such damages, or for any other claim by any other party.
- d. Versadial shall not be liable for any special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to a breach of this agreement or the operation or use of the Versadial device and software including such damages, without limitation, arising from loss of data, loss of revenue or profits, failure to realize savings or other benefits, and claims against User by any third person, even if licensor has been advised of the possibility of such damages.
- e. Versadial shall have no liability related to the User's use of third-party software. In no event shall third-party software be deemed part of the software.

10. LAWS AND REGULATIONS

- a. It is the responsibility of the User 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 User 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. Any liability and/or damage resulting from the misuse and/or unlawful use of Versadial's products is that of the buyer/User, not Versadial.

11. ARBITRATION

- a. Any controversy or claim arising out of or relating to this contract, or the breach thereof, by and between the named parties, their successors, assigns, officers, shareholders and directors, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA"), under its Commercial Arbitration Rules, in effect as of the time of filing the arbitration, with a single arbitrator. The arbitration shall take place in Orange County, CA, using California State law for agreements entered into and to be performed therein, without reference to the law of any other jurisdiction for any perceived conflict of law. The arbitrator shall have the discretion to award legal fees and costs to the prevailing party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

In the event of conflicting arbitration provisions between this Agreement and other documents between the parties hereto, the provisions of this paragraph will control.

This arbitration provision survives the termination of this Agreement, and governs any disputes between the parties hereto, whenever said dispute(s) may arise.

Notwithstanding the foregoing, in the event the amount in controversy is \$5,000 or less, it will not be submitted to arbitration as above provided, but instead will be submitted to the jurisdiction of the Small Claims Court in Orange County, CA, applying California law for agreements entered into and to be performed therein, which Court has full authority to determine the outcome of the dispute and the above-listed provisions for arbitration are deemed waived by the parties.

12. TERMINATION

- a. Fail to renew or reinstate as specified under this Agreement shall terminate the Agreement. In such an event, the User must destroy all copies of the Software product and all of its component parts and the Subscription period shall end.
- b. Without prejudice to any other rights, Versadial may terminate this Agreement if the User fails to comply with the terms and conditions of this Agreement. In such an event, the User must destroy all copies of the Software product and all of its component parts and the Subscription period shall end.

13. ENTIRE AGREEMENT

- a. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

14. SEVERABILITY

- a. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

15. LEGAL EXPENSES

- a. The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

16. HEADINGS

- a. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year the Software was activated.