

## Pre-sale Support:

Versadial provides free support for following pre-sale and pre-sale related activities:

- Technical support related to maintenance and configuration of Versadial products used by Reseller internally for Product Demonstrations and Training
- Technical support for Pre-sales Demos and / or Evaluation installations
- Help with answering prospect questions of technical nature
- General product related questions

## Post-Sale Support:

To receive Support Services for customer side installation, customer needs to have current Software Maintenance Plan subscription. For post-sale related support situations, Versadial treats Resellers as qualified Customer representatives.

## 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.

## Support availability:

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

**Extended hours:** Mon-Fri 5:00am- 8am PT and 5:00pm- 9:00pm PT, Saturday 9:00am-5:00pm PT. Support cases should be scheduled in advance.

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

## Your Compliance:

Your Reseller status needs to be in active standing (at least one purchase within last 18 month) to qualify for Reseller scope support.

## 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.

In no case shall Versadial be held liable for total time it took to resolve the problem. Please take these factors into account when estimating "billable hours" and providing quotes to an end-user.

## Hardware Replacement:

Product purchased directly from Versadial may be returned for refund or exchange, excluding any shipping charges, within 30 days from purchase. To return an item you must obtain a Return Material Authorization (RMA) number from the Support Desk. All merchandise returned to Versadial must be shipped in the original packaging, same condition as sold, with all cables, documentation, etc. Ship RMAs to Versadial prepaid. For your protection, insure the package and ship via a traceable method such as UPS or FedEx.

Versadial is not responsible for lost or damaged packages. NO RETURNS WILL BE ACCEPTED WITHOUT AN RMA. If any of the above conditions are not met, Versadial reserves the right to charge a restock fee of not less than 15%.

To receive hardware replacement you must ship the defective hardware unit back to Versadial to arrive no later than 10 business days after receipt of your RMA number. For customers outside of North America, Versadial must receive the defective unit within 20 business days from your receipt your RMA number.

*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 return of defective unit.

#### 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
- c) Support case (or Support Incident) is defined as one specific technical issue that begins when a Customer 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.

#### End Users:

Versadial is committed to supporting our active resellers and avoid any miscommunication between all involved parties. Versadial is also committed to providing a high quality support service for all our customers. There are situations when end-users choose to contact Versadial directly for support or for other reasons. To avoid misunderstanding with Resellers, Versadial has accepted following rules and guidelines.

#### Versadial Indirect Customer Engagement Rules & Guidelines:

*Versadial Indirect Customer means customer who purchased Versadial product through Versadial Reseller on file in active standing\*.*

#### Software Registration and Software Maintenance Plan:

- Current Software Maintenance Plan subscription is required to qualify Customer Representatives for Support Services/Upgrades/ Expansions/Replacements keys. Under this guideline, the Reseller is treated as "Customer Representative".
- To enable Software Maintenance Plan, end-user registration is required.

#### Indirect Customer Software Maintenance Plan Renewal/Reinstatement/Upgrades/Expansions:

- Versadial resellers are allowed to manage/offer software maintenance plan to the end-user. Versadial will periodically notify reseller when customer's maintenance plans will be expiring.
- Reseller may purchase maintenance plan on behalf of end user. Generally, no discount or other compensation will be applied for that purchase.
- Versadial reserves the right to contact registered customers with offers to renew plan directly with Versadial.\*\*
- Reseller(s) may add additional line items to the maintenance plan quote, such as on-site services provided directly by Reseller or any additional services.
- If end-user calls in requiring an expansion/upgrade of their system, Versadial will direct end-user to the Reseller on file, if reseller is in active standing. \*

**Customer-Reseller Conflict Note:** If end-user insists that they no longer would like to use or go through reseller, Versadial reserves the right to offer the software renewal/upgrades/expansions directly to end-user. Reseller on file may be (at Versadial discretion) notified about such request with specific details. No fees of any kind will be offered to Reseller on file for future Versadial business with this customer.

\* Reseller on file status considered in active standing, if at least one purchase was made within last 18 months

\*\* Reseller will not receive any form of compensation for maintenance plan renewal or reinstatement transactions made by end user directly through Versadial.