



Maintenance Contract Support Extended Support (Optional 24x7) & Warranty Policies 2024



CORDELL, A Division of Nex-Tech

CUSTOMER SERVICE POLICY 2024

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This document is confidential and shall NOT be disclosed without written permission from Cordell, A Division of Nex-Tech.

GUARANTEE

Cordell, A Division of Nex-Tech, has been committed to quality service for the past 44 years and values its relationship with you, the customer. We work hard to optimize the use of our products to ensure the maximum return on your investment. We strive to achieve your trust, loyalty and high level of satisfaction to continue to upgrade and purchase our products with confidence and remain a loyal customer into the future. **Guarantee: Questions and assistance in the use of Cordell products are free for the life of the product.** If a problem is not resolved to your satisfaction, please contact us by calling 833-308-0094 or by emailing cordellsupport@nex-tech.com.

1) POLICY FOR MAINTENANCE AND REPAIRS

Cordell, A Division of Nex-Tech (referred to as Cordell or company), has added several features to its maintenance policy, such as system audits for CiNAS, Voice Quality Measurements (VQM) and 24x7 support. This is in addition to hardware and software replacement (if covered) should a problem occur. Extended Service Contracts are only offered to users of network surveillance (CiNAS), ISD Servers and VQM.

Warranty repairs and technical support are handled on a case-by-case basis at no charge. Non-warranty issues are charged based on an hourly labor rate, with charges for replacement hardware as required. Email and customer originated telephone assistance in the use of our products is free. Charges only apply when there is a problem with equipment not on Factory Warranty.

Eligible Warranty and Repair of Equipment: CiNAS, ISD4000, ISD3000 (circa 2005 and later), Contact Alarm Devices and VQM

All Cordell equipment includes a one-year warranty from the date of shipment. This includes hardware and software support. Extended Service Contracts are offered to users on a case-by-case basis. Cordell continues to offer free telephone support (questions and assistance) at no charge to the customer for the product's life.

NOTE: Some ISD3000 Models (circa 1999-2005) with serial numbers 99xxxx-05xxxx may not be repairable due to BIOS issues and the availability of parts for these units.

2) SERVICE RESPONSIBILITIES

Cordell is responsible for providing technical support for calls received during normal business hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday (833-308-0094). Cordell's Customer Service is closed on New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Technical phone and email support is intended to focus on the Cordell system operation. This includes, but is not limited to, troubleshooting, advice, analysis and limited training support. This assistance is not intended for problem solving or analysis required beyond the scope of Cordell's system such as:

- a) Hardware repair and/or replacements.
- b) On-site consulting, installation, training and system configuration (priced upon request).
- c) Engineering Services including, but not limited to, system enhancements and custom software applications.
- d) 24x7 assistance (provided to qualified users and priced upon request).

3) PRODUCT WARRANTY

Factory Warranty for New Hardware:

Cordell warrants that all hardware shall be free and clear from defects in material and workmanship and will substantially comply with the specifications in the user documentation relating to such hardware for a period of one (1) year commencing from date of shipment.

Warranty coverage does not include on-site assistance from Cordell personnel. Costs for on-site visits are normally billed on a time and expense basis. Each request for on-site assistance is handled on a case-by-case basis at the discretion of the Service Manager in charge. A purchase order is requested in advance of any agreed visits.

Factory Warranty for New Accessories:

Cordell warrants that accessories shall be substantially free and clear from defects in material and workmanship for a period of one (1) year commencing from date of shipment.

Factory Warranty for Software:

Cordell warrants that Cordell software and Original Equipment Manufacturer (OEM) licensed software with the Cordell hardware product will work as described in the applicable user documentation for the duration of the Factory Warranty period. This warranty does not apply to software identified as third-party software or otherwise identified as being furnished in "as is" condition. There shall be no warranty or liability for any software which has been modified by purchaser, its customers or any other party not under the control of Cordell.

Warranty for Replacement Parts:

Cordell warrants that any replacement parts for hardware or accessories, or repairs performed to them during the original warranty period, shall be substantially free and clear from defects in material and workmanship for a period of ninety (90) days from delivery or upon termination of the warranty period of the original item, whichever is longer.

Exclusions:

The warranties listed herein shall not apply to any item which has been subjected to accident, neglect, misuse, negligence in transportation or handling, incorrect connections to power supply, failure of electric power, air conditioning, humidity control, causes beyond Cordell's control, such as Force Majeure, or if the item was not properly maintained during the warranty period. There shall be no warranty or liability for any item which has been altered in any way or modified by purchaser, or any other party not under the control of Cordell. All Operating System (OS) updates and patching will be the responsibility of the customer, not Cordell. Customer is expected to keep the OS updated and current. OS must not be end of life in order to obtain support from Cordell. Hardware must be new enough to run a currently supported OS.

Limitation of Remedy and Liability:

THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, EXPRESSED OR IMPLIED. ALL OTHER GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER ARISING UNDER STATUTE, COMMON LAW, COMMERCIAL USAGE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. THE LIABILITY OF CORDELL FOR DAMAGES FROM ANY CAUSE OF ACTION WHATSOEVER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER FOR THE AFFECTED PRODUCT(S). IN NO EVENT SHALL CORDELL BE LIABLE FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4) SERVICE SUPPORT PLANS

Eligible Products: CiNAS C5, ISD4000 and VQM

CiNAS C5 and the ISD4000 software products are licensed perpetually. VQM is required to be licensed on an annual renewable term. The license must be active to obtain service and support.

Customer shall not, and shall not permit any third-party or its authorized users/agents to, in whole or in part, directly or indirectly: (a) duplicate, modify, make derivative works of, or alter the software in any way without the prior written consent of Nex-Tech; (b) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the software; (c) distribute, transfer, sell, lease or rent license or otherwise make available the software except as expressly permitted by these terms; (d) customize, modify, enhance or otherwise exploit the software or documentation other than as expressly permitted by these terms; or (e) use the software to infringe any intellectual property or other right of Nex-Tech or any other third-party.

Service contracts are offered to users on a case-by-case basis developed with a goal to meet the needs and expectations of the customer. Contracts are an extension of Cordell's Warranty covering Software and Hardware (where designated and applicable). Contracts are intended to offer a value of assurance and support of hardware (if offered) and software updates after the Factory Warranty has expired. Major upgrades (e.g., 1.0 to 2.0), third-party software and Operating Systems are not covered under this plan. The warranties listed herein shall not apply to any item which has been subjected to accident, neglect, misuse, negligence in transportation or handling, incorrect connections to power supply, failure of electric power, air conditioning, humidity control, causes beyond Cordell's control, such as Force Majeure, or if the item was not properly maintained during the warranty period. Contracts not renewed yearly can be renewed, but are at the prerogative of Cordell and will require an audit (and its associated costs) to determine the working capabilities of the equipment before reinstating – subject to approval by Cordell. Cordell reserves the right to terminate support of third-party software (such as Dell) at the end of a contract.

5) PHONE SERVICE POLICY / OPTIONAL 24x7 COVERAGE

Customer Service technical support hours are from 8:00 AM to 5:00 PM Central Time, Monday through Friday. During normal business hours, customer originated technical telephone support is free to all users provided it meets the qualifications in item II of this Section. Post warranty repairs and technical support are handled on a case-by-case basis. Questions and assistance in the use of Cordell products are free for the life of the product. Fees for service support are charged based on an hourly labor rate (two-hour minimum) and replacement hardware, if required.

Optional 24x7 Support – After hours 24x7 support is available for critical outages to qualified users who have the Extended Optional Coverage Plan on their Cordell Maintenance Contracts. Contact Cordell for a copy of its 24x7 support procedures and notification.

Phone Service Rates

I. Customer Service – At Current Rate

- 1) Users requiring technical phone support and interaction on any Cordell product without warranty coverage will be charged current hourly labor rates with a two-hour minimum for the call during normal business hours. Exceeding the first two hours will be billed at current hourly labor rates. The minimum applies to each trouble incident. Multiple support calls for the same incident are accumulated. There will be no charge if the purpose of the call (during normal business hours) is to obtain information regarding the use of Cordell equipment, connections or miscellaneous information (not configuration assistance).
- 2) Cordell offers special setup programming options at package prices. Costs are charged at a time and expense rate mutually agreed upon on a case-by-case basis.

II. Free technical phone support is provided under any of the following conditions:

- 1) Cordell equipment is under the original Factory Warranty and the call is made during regular business hours Central Time.
- 2) Customer is under one of the authorized extended service contracts.
- 3) Non-warranty customer calls when the purpose of the call is to obtain information regarding the use of Cordell equipment, questions on the operations, and not to solve out of warranty troubles with the equipment.

Procedure for Service Support

For assistance, call the main office number at 833-308-0094 or email cordellsupport@nex-tech.com. Your call/email will be directed to one of Cordell's Service Engineers. The company utilizes a special "Trouble Ticket" database program to manage its service operations. This feature provides advanced information to keep each Service Engineer informed on your individual operation and recent problems. If you are calling support for the first time, several questions will be asked for this tracking program before they analyze your problem. RMA numbers will be issued and a procedure for return explained.

24x7 Support (Optional) – Contact Cordell for More Information and Pricing

Optional technical phone support for after hours, 24 hours a day, 7 days a week, is available with the Extended 24x7 Coverage Plan. Users are requested to follow the guidelines listed below for help with system down situations.

The purpose of the 24-hour call policy is to provide remote technical assistance in the event of a major service interruption or outage during non-business hours.

After hours calls to assist users with configuration, setup or other non-critical assistance is not allowed and should be done within normal business hours. Cordell's Optional Extend 24x7 Coverage Plan is quoted upon request and based on equipment quantities and locations (Domestic/non-domestic). Shipments of advance replacements from the factory for defective hardware are restricted to business hours, Monday through Friday, before 3:00 PM Central Time. Therefore, it is the customer's responsibility to maintain critical spares on site for immediate replacements as required.

After hours callouts are limited to companies with Cordell's Optional Extend 24x7 Coverage Plan contracts for CiNAS, ISD4000 Series, VQM, Centurion III RTU, Model 1000, Model 2000 and Model 1800 units.

Procedure for After Hours Callout

Cordell's Customer Service 24x7 notification is a combination of email or dial-in messaging using Nex-Tech's NOC, which will contact Cordell Engineers. This is optional and a set of instructions with your contact information and company code is furnished upon receipt of your purchase order.

6) COSTS FOR REPAIRS

Factory Warranty

Free parts and labor hardware support including, but not limited to, advance replacements for out of box failures. Cordell maintains complete replacement computers and databases for disaster recovery protection and counter-to-counter shipments in extreme emergencies. In addition, Cordell maintains service stock for immediate replacements of all other equipment to meet the customer's needs.

Non-Warranty Repairs

Equipment not covered by Factory Warranty or service plan are repaired on a time and material basis. Cordell labor rates are charged at a two-hour minimum plus price for parts.

Repairs for all Cordell equipment are a minimum of two hours at current hourly rate. Equipment must be shipped prepaid to our factory with RMA approval. Return shipments are by best means within thirty (30) days with all shipping charges prepaid and billed to customer. Cordell is not responsible for damage to Cordell products during shipments to or from Cordell. It is the customer's responsibility to notify Cordell of its insurance policies. Cordell will insure if directed to do so.

7) TERMS / PAYMENTS

Net 30 days; requires purchase order.

8) RENTALS

Customers can rent complete units from our Customer Service stock. Units can be shipped the same day as ordered or within 24 hours contingent upon stock on hand. Rental costs for the use of this service are at the discretion of the Service Manager and handled on a case-by-case basis with a goal to meet the customer's needs with a win-win approach to solve the problem.

9) TRAINING POLICY

Cordell provides on-site field training seminars for all models of its equipment. The staff of instructors will provide the best comprehensive instruction to meet your specific requirements. For more information, contact your local Marketing representative or call 833-308-0094.