

**ZEPHYR-TEC (ZTEC) TERMS AND POLICIES
APPLICABLE TO TRAINING AND SERVICES
(As of 11/15/03)**

Onsite Setup and Testing by Zephyr-TEC: ZTEC will install Dragon NaturallySpeaking software; create a backup directory and copy ZTEC proprietary macros to the backup directory; assist with creation of user profile and importing macros into user profile; confirm NaturallySpeaking is functioning with Word, Excel and Outlook as well as any software applications that have been PREVIOUSLY tested with NaturallySpeaking by ZTEC Corp. during a Speech Feasibility Study (purchased separately).

Installation of Dragon NaturallySpeaking requires full administrator rights. Be prepared to provide the appropriate log-on information to allow the installation. Plus travel. *Note: If the installation is not completed within the allotted time due to circumstances beyond our control or customer hardware issues, additional charges will apply.*

Laptop Setup and Testing at a Zephyr-TEC Location: Zephyr-TEC Instructor will install Dragon NaturallySpeaking software on client's laptop computer prior to first training (usually the same day as the first training). Installation of Dragon NaturallySpeaking requires full administrator rights. Be prepared to provide the appropriate log-on information to allow the installation. Available at an authorized ZTEC location only. *Note: If the installation is not completed within the allotted time due to circumstances beyond our control or customer hardware issues, additional charges will apply.*

Online Setup and Testing: Using desktop sharing technology, a ZTEC Instructor will assist the client with: the installation of Dragon NaturallySpeaking software; create a backup directory and copy ZTEC proprietary macros to the backup directory; assist with creation of user profile and importing macros into user profile. **Installation of Dragon NaturallySpeaking requires full administrator rights.** Be prepared to provide the appropriate log-on information to allow the installation. Requires a high-speed connection and Internet access. *Note: If the installation is not completed within the allotted time due to circumstances beyond our control or customer hardware issues, additional charges will apply.*

Software Installation Disclaimer if ZTEC Does NOT Do the Installation:

If the client (or client's IT dept.) prefers to install Dragon NaturallySpeaking instead of purchasing the Setup and Testing service, but at the date and time of the first scheduled training, Dragon NaturallySpeaking is not installed or functioning properly, the ZTEC Instructor will install (or reinstall) NaturallySpeaking and attempt to resolve existing problems. However, the time that it takes to install, reinstall or troubleshoot the software will be completed **during time allotted for training and all charges for that training session will be utilized if necessary.** If additional time is needed to effectively customize the Windows operating system to Speech Software specifications, there will be a \$130.00 per hour charge (1 hour minimum). Additional written authorization will be required in order to reschedule the training hours used for installation or troubleshooting. **Please note:** The NT operating system can pose additional problems when installing speech software. Please have the system fully backed up prior to the installation and have the original CD's of all software installed available at the time of installation.

Zephyr-TEC Hardware Recommendations:

Pentium III/1.0 GHz (Minimum), 512MB RAM (Minimum), L2 Cache, Creative Labs or Windows compatible soundboard, CD-RW drive, 32 MB Video, 56k Modem, Integrated Network connection, 500 MB Free Disk Space, 3.5" Floppy (optional), Monitor, Keyboard, Mouse, Online access (AOL, MSN, etc.), Windows 2000 or XP, MS Office 2000 or XP. ZTEC does not provide support for computer hardware. You must purchase an onsite or technical support contract from the manufacturer of your hardware or contact your IT/IS department.

Payment Policy:

All services and products **must be paid for at time of delivery or when services are rendered.** We accept Visa, Master Card, American Express and Discover or company check. First time orders require prepayment. You may apply for terms of Net 15 by completing a credit application and submitting to our Credit Department.

When appropriate, a purchase order or letter of authorization may be provided in place of payment, but it must include end user/student name and shipping address, billing contact's email, phone number, fax number and address. If appropriate, include claim number, insurance company, billing information (**including Claim Manager's name and phone number**), and correct amount to be billed before any services can be provided.

Refund Policy:

No cash refunds are given. Exchange for credit of another product or service within 30 days of purchase only. Restocking fees may apply. If a class participant is unable to attend or complete an authorized, scheduled training, see our Cancellation Policy below. All regular charges may still apply.

Cancellation Policy:

Your commitment is essential to be successful with this technology and ZTEC is committed to your success. ZTEC must receive a notice of cancellation (for any reason), either in writing or by telephone, **at least 72 hours prior** to the scheduled training or service. If we receive the notice of cancellation less than 72 hours prior to the scheduled training, 50% of that cancelled training will be charged to your account. We will deduct that amount in hours, effectively reducing the total training time authorized. We will reschedule the training at a time mutually convenient for both the ZTEC Instructor and client. Multiple cancellations may result in loss of all training hours. Additional travel charges will apply.

In the case of the ZTEC Fastrack training programs, a student may attend the next regularly scheduled Fastrack training for an additional \$40.00 administrative transfer fee and is applicable only if space is available on your selected date.

Scheduling Policy: We require 2 weeks lead time after receipt of purchase order, letter of authorization or a signed quote to schedule training. All equipment, hardware and software must be in place and in working order prior to the start of training. All training **must** be scheduled and completed *within six months* of the date of purchase or training fees **are forfeited.**

ZTEC Technical Support/Disclaimer (Optional Technical Support Contract):

It is expressly understood that Zephyr-TEC does not create, modify or manufacture the speech recognition software. You may purchase our Technical Support package at the time of purchase or at a later date. Technical support is LIMITED to the NaturallySpeaking application and ZTEC macros ONLY. We will not provide any technical assistance for Microsoft Office or any other applications or peripherals used by the end user nor will we provide any hardware support. Technical Support provides for **up to three (3) hours** of telephone, email or web technical support for one year from date of approval for services and is renewable.

We will track the actual time used for any technical support and deduct it from the 3 hours as it is utilized regardless of the nature of the support. For example, the end user calls with questions about commands. Any time spent will be charged against the three hours until the three hours is completely utilized. Charges will be figured to the nearest 15 minutes. Once the end user has utilized all three hours, the end user will be given an option to renew the technical support contract. A valid credit card or Purchase Order will be required in order to renew technical support. *Please contact our customer service department for loyalty promotions prior to the expiration of your existing contract at customerservice@zephyr-tec.com.* Technical support is provided Monday through Friday, 9 AM to 4 PM Pacific time. We will make every effort to respond within 24 hours (excluding weekends and holidays). We will first attempt to solve the problems via telephone, e-mail and/or online tech support (via our web server). If we are unable to resolve the problems satisfactorily via these methods, you may request that we come onsite if necessary (excluding weekends and holidays). There will be a minimum onsite fee of \$185 plus travel per incident **in addition** to any technical support paid, regardless of what caused the failure. Onsite support will be billed on a case-by-case basis at \$130/hour after the first hour (\$185) **plus travel** and expenses. We will require a valid credit card or Purchase Order authorizing the additional onsite support prior to coming onsite.

Zephyr-TEC Hardware Recommendations (minimum for testing purposes only):

Pentium III/650 MHz (Minimum), 256MB RAM (Minimum), L2 Cache, Creative Labs or Windows compatible soundboard, CD Drive, 8 MB Video, 56k Modem, Network connection, 500 MB Free Disk Space, Monitor, Keyboard, Mouse, Windows 98, 2000 or XP, MS Office 97, 2000 or XP. These are NOT the requirements for optimum performance of the speech software. Faster CPU and 512 MB RAM will be required on the production computer.

The Feasibility Study is accomplished separately from any training. During the study we will test NaturallySpeaking with the following applications: Microsoft Word and Excel (97, 2000 or XP) and Outlook (98, 2000 or XP). In addition, we will test **UP TO** four (4) additional applications to determine the feasibility of using speech with those applications. If more than 4 applications need to be tested, we will return to the site for an additional fee plus travel. All software applications that will be tested with Speech Recognition Software must be installed on the computer system prior to the study. Prior to the installation please have the system fully backed up and have the original CD's of all software installed on the test computer available at the time of installation. The NT operating system can pose additional problems when installing speech software.

It is expressly understood that ZTEC does not create, modify or manufacture the speech recognition software. When the Zephyr Instructor installs speech recognition software for the purposes of the Speech Feasibility Study, it is for the purpose of testing the software's capabilities with the given environment. The speech recognition software belongs to ZTEC at all times. After completing the testing, the ZTEC Instructor will uninstall the software.