

SMART Services Terms & Conditions

PLEASE READ THIS SERVICES TERMS & CONDITIONS DOCUMENT IF YOU HAVE PURCHASED SMART WARRANTY PLUS SERVICES, FROM AN AUTHORIZED RESELLER (“Reseller”), TO BE DELIVERED BY SMART TECHNOLOGIES ULC (“SMART”).

BY PURCHASING AND USING SERVICES FROM SMART FOR TECHNICAL SUPPORT, ONSITE, INSTALLATION AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES FOR YOUR SMART ENTERPRISE SOLUTIONS YOU ARE EXPRESSING YOUR AGREEMENT TO, AND YOU CONSENT TO BE BOUND BY, THE FOLLOWING TERMS:

Warranty Plus Support Services Terms and Conditions

1. Definitions

In this Agreement, the following definitions shall apply:

- a. “Advance Hardware Replacement Support Plan” means an advance hardware replacement support plan as described in Schedule A that has been purchased by Customer.
- b. “Agreement” means these Terms and Conditions, and any additional obligations and/or responsibilities entered into and agreed upon by way of purchase orders for Support and associated Products;
- c. “Authorized Reseller” means an authorized reseller of SMART.
- d. “Business Day” means Monday through Friday, 9:00 a.m. to 5:00 p.m. in the time zone where equipment is located, excluding holidays.
- e. “Customer” means you, the person, or organization that originally purchases Support services from an Authorized Reseller.
- f. “Documentation” means user manuals and technical notes provided by SMART for use with the Software and Hardware.
- g. “Hardware” means SMART’s equipment and hardware that have been supplied to Customer by SMART or an Authorized Reseller.
- h. “Hardware Replacement Support Plan” means the Hardware replacement support options set forth in Schedule A.
- i. “Incident” means a customer reported issue via the SMART web form phone support number: <http://www.smarttech.com/Home+Page/Support/Regional+Contact>. Please select UK as the region for Warranty Plus support

SMART Services Terms & Conditions

- j. “Incident Resolution” means a resolution to an Incident that (i) causes Software and Hardware to substantially conform with the Documentation, and (ii) restores the service and operation of the Product without any material loss of functionality. Any Incident Resolution required hereunder will be delivered to Customer in SMART’s next regularly scheduled major Software Release.
- k. “Knowledge Base” means SMART’s web-based support available at the URL: <http://support.smarttech.com>.
- l. “Product” means the Hardware and/or Software listed in Schedule B that have been purchased by the Customer from a SMART Authorized Reseller.
- m. “Service” means any services as outlined in Schedules A through D below, subject to change from time to time at SMART’s discretion, that have been purchased by you from SMART’s published price list.
- n. “Service Level Objective or SLO” means Objectives which are SMART targets for service responsiveness but are not commitments or service level agreements (“SLA”).
- o. “Site” means the physical location where Product(s) are installed as specified by Customer from time to time.
- p. “SMART” means SMART Technologies ULC and/or its affiliates.
- q. “SMART Authorized Technician” means one of the SMART authorized Install & Onsite Partner technicians recognized by SMART as part of the Install & Onsite Program
- r. “Software” means SMART Meeting Pro® software (and does not include third party software such as Microsoft® Skype® for Business software).
- s. “Software Release” means a new production version of the Software.
- t. “Support” means the hardware replacement, software maintenance, Technical Support and onsite-break-fix provided by SMART as set forth in these terms and conditions.
- u. “Supported Release” means the current version of the Software and certain prior versions of the Software as set forth in the current End of Service (EOS) policy.
- v. “Technical Support” means the technical support provided by SMART under Section 6 of this Agreement.
- w. “Work Around” means a temporary resolution of an Incident that restores the service and operation of a Product without any material loss of functionality. A Work Around may consist of a Software patch or instructions on how to avoid an Incident.

2. SMART’s Support Obligations

SMART Services Terms & Conditions

SMART WARRANTY PLUS Services are available only to customers with SMART products listed in Schedule B located in the United Kingdom (UK) and all SLO's are limited to the UK region. For customers who have deployments of SMART products outside of the UK, SMART Basic, Elite, Platinum and Plus variants of Services are available to provide global SLOs and coverage.

Upon SMART's acceptance of a valid purchase order for Support and Customer's payment of the applicable fees as set forth in Section 8, Customer will be entitled to receive Support from SMART in accordance with the terms of this Agreement.

SMART is not responsible for fulfillment of, nor bound by the terms of any, support SLAs, SLOs, or service plan commitments that are defined or sold by any third party organization, including channel partners.

- a. Advance Hardware Replacement. SMART will use commercially reasonable efforts to provide Advance Hardware Replacement in accordance with the Advance Hardware Replacement Support Plan selected by Customer and the terms set forth in Section 4. SMART is not responsible for transportation or customs delays.
- b. Technical Support. Pursuant to the terms of Section 6, SMART will use commercially reasonable efforts to:
 - i. Provide access to an online ticketing system and access to phone support to initiate support incidents with SMART; and
 - ii. Provide the Customer with access to SMART remote technical staff, who will work with Customer to determine an appropriate priority level for each Incident and respond to each Incident accordingly, including escalating the Incident through SMART management as needed.
- c. "Onsite" Support.

Customers who purchase Warranty Plus services from SMART that have onsite support coverage defined as part of the SMART services plan will have access to the following service delivery:

Pursuant to the terms of Section 7, SMART will use commercially reasonable efforts to:

- i. Remotely resolve a support incident following the standard process by which a customer initiates a support incident with SMART via our online ticketing system or over the phone. If the incident is elevated to SMART level 2 support and an RMA is required, SMART will use commercially reasonable efforts to dispatch a SMART Authorized Technician to the customer site to de-install and reinstall the SMART product for RMA service, within the regional SLO for onsite work. Onsite break-fix support will cover major break-fix incidents only, such as RMA de-install and re-install, at the discretion of SMART support.

SMART Services Terms & Conditions

Incidents excluded from onsite break-fix coverage include but are not limited to : software updates, firmware updates, troubleshooting of third-party hardware and software, relocation of SMART hardware, and hardware operations validation. This list is subject to change at SMART's discretion.

- d. End of Life Procedures and End of Support. SMART will communicate End of Life (EOL) notification for discontinued Hardware and spare parts through an announcement posted on the SMART website, at least 180 days in advance of the EOL date. EOL Products shall be supported at SMART's discretion, following the guidelines in the current End of Life (EOL) policy. In the case of a customer having a Support package from SMART the product will be supported according to the terms & conditions for the remainder of the Support contract term. EOL products will not be eligible for renewal of Support contracts should the product be EOL during support contract term. For the current support policy for EOL products please visit:

<http://downloads01.smarttech.com/media/sitecore/en/support/other/discontinuedproductpolicyandcustomersupportpolicyv1april16.pdf>

- e. Exclusions. SMART is not obligated to provide Warranty Plus Services for:
- i. Products outside of the UK
 - ii. Products not installed by an SMART Authorized Technician;
 - iii. Third-party devices (hardware, software cabling, etc. not provided by SMART) or Incidents with the Product(s) that are caused by such devices;
 - iv. Incidents with Product that have been modified by someone other than SMART's personnel or SMART's authorized technicians and installers;
 - v. Products damaged, whether by fire, virus, impact, power surge or other events beyond SMART's reasonable control, other than through the negligence or willful misconduct of SMART, its agents or employees;
 - vi. Incidents caused by the use of a Product in an environment other than that for which it was designed, as specified in the Documentation;
 - vii. Incidents with Software that is not a Supported Release;
 - viii. Any Products purchased or otherwise obtained from any party other than a SMART Authorized Reseller; or
 - ix. Incidents with Products or parts thereof that are past their End of Life date, as provided in Section 2 (d) above.

SMART Services Terms & Conditions

Customer may, at its sole option, request that SMART provide Support for one or more of the above excluded Incidents. If SMART does attempt to resolve one or more of the above excluded Incidents based on Customer's request, Customer agrees to pay for such Support at SMART's then-standard rates.

3. Customer Obligations

- a. Maintaining Supported Releases. All Software Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. Customer is not required to install every Software Release on Customer's Product(s) as they become available from SMART. However, Customer acknowledges that in order to obtain Support for Incidents with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Incident Resolution, it may be required to upgrade to a Supported Release to address any such Incidents.
- b. Access. If SMART determines that its technical personnel need access to the Customer's physical site or network in order to remotely diagnose an Incident or resolve an incident, Customer will ensure that SMART's personnel have the necessary level of authorized access to such network or location. Customer shall have the right to observe such access.
- c. Support Personnel. Customer shall maintain a reasonable number of support personnel who are familiar with SMART products. Customer's support personnel must be proficient in the operation of the Products and be able to perform basic Hardware and Software configuration and troubleshooting. Customer must designate an individual as a single point of contact ("SPOC") for each Incident. Customer may be required to perform Incident determination and resolution activities as requested by SMART. This may include performing network traces, capturing error messages, collecting configuration information, capturing video of errors, changing Product configurations, installing new version of software or new components, or modifying processes. All communication to SMART's personnel of customer issues and responses will be conducted in English. Customer is responsible for setting initial severity level when requesting remote Technical Support in accordance with Schedule C.
- d. Escalation. Customer agrees to provide an internal escalation process to facilitate communication between Customer's management and SMART as appropriate.
- e. Data. Customer is responsible for Customer's software and data. Customer agrees to implement procedures necessary to safeguard the integrity and security of Customer's software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

SMART Services Terms & Conditions

- f. Customer Satisfaction Surveys. Customer agrees to respond to customer satisfaction surveys that SMART may provide from time-to-time regarding these Services.
- g. Configuration Files. Customer is responsible to maintain a backup of the configuration that can be used to restore the device.
- h. Product Information. In order for SMART to provide the appropriate level of Support promptly and efficiently, Customer must provide to SMART the following information for each Product under a Support plan:
 - i. Product license key or serial number;
 - ii. Site contact person.
- i. Compliance with Laws; Export Requirements. Customer shall comply with all applicable laws and regulations. Customer acknowledges and agrees that it and SMART are subject to regulation by agencies of the USA and other governments, which prohibits export or diversion of the Products to certain countries. Regardless of any disclosure made by Customer to SMART of an ultimate destination of the Products, Customer warrants that Customer will not export, either directly or indirectly, any Products without first obtaining any and all necessary government approvals. Failure to comply with the foregoing obligations may result in delay of service or termination of this agreement.
- j. Additional costs. Unless Customer has purchased a service which includes defined “onsite” services, the Customer will be responsible for the cost of service for arranging and performing the de-installation of the defective component or product, and for arranging and performing the installation of the replacement component or product. Customer shall pay for Support rendered by SMART due to modifications not authorized by SMART at SMART’s then prevailing rates for time and materials.
- k. Authorized Installer. SMART requires that select Products be installed by a SMART Authorized Technician/Installer. A failure by Customer to ensure that Products are installed by an approved SMART Authorized Technician could result in a termination of all support and service obligations under this Agreement, and a voiding of all warranties related to the Product.

Refer to your specific product warranty policy for details.

4. Hardware Repair/Replacement

- a. Hardware Return Procedure. In the event of SMART hardware failure, Customer must contact SMART for Hardware failure validation and troubleshooting. After SMART has validated the Hardware failure, Customer will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to SMART must have a RMA number assigned prior to its return.

SMART Services Terms & Conditions

Customers who are not under any Support Plan may be covered by the SMART Standard Limited Warranty or prevailing rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Customer's expense.

- b. Advance Hardware Replacement. If Customer has purchased a Support Services Plan, then SMART will provide replacement part(s) to Customer in accordance with the Hardware Replacement Support Plan selected by Customer.

Advance Hardware Replacement unit means that SMART will ship a replacement Product or component in advance of receiving the failed unit back. This provides a significant value in that there is no required wait time for SMART to first receive the failed unit before shipping a replacement. There is a 30 calendar day window, starting from the Ship Date from SMART, to return the RMA unit to SMART or Customer will be billed for a new unit at applicable list price. A restocking fee of 15% of the applicable list price may also be billed for units returned after 30 days. It is recommended that swap out of the defective unit with the Advanced Hardware Replacement unit occur as soon as possible to avoid any fees.

RMA	Warranty Plus SLO – UK only
Advance Hardware Replacement	Hardware Only
RMA processing	24 hours from RMA validation by SMART
Advance Hardware SLO* (business days)	2 Days to customer site

* SMART's advanced hardware replacement Service Level Objectives for Warranty Plus plans are available in the UK only.

Monday–Friday excluding weekends and holidays in Mainland UK (excluding (i) areas with the following postcode prefixes: KW, IV & PH; (ii) Northern Ireland; and (iii) all UK islands)

The 4-business day SLO applies to postcode areas with the following postcode prefixes: KW, IV, PH; and Northern Ireland and (iii) all UK Islands

5. SMART Meeting Pro Software Maintenance

- a. Software Maintenance is not included in WARRANTY PLUS service plans. A separate purchase of software maintenance is required for products that include SMART software.
- b. Software Release. SMART will make available minor Software Releases and applicable Documentation, if any, to Customer as such releases become generally commercially available. Each Software Release will include a written description of the changes included in such release, and such description will also include a discussion of the

SMART Services Terms & Conditions

purpose or reason for releasing the Software Release. Every Software Release will be accompanied by written instructions.

6. Remote Technical Support Processes

- a. Access to SMART Technical Support. Primary access to SMART Technical Support shall be web-based in order to log incidents and initiate support. Access to initiate support over the phone is available via the SMART support phone numbers posted on SMART's support site during the posted hours of availability.

The parties shall use reasonable efforts to establish security measures for the electronic exchange of Incident Reports and other information.

- b. Web-Based Technical Support. SMART shall post to the SMART Support Center, on a regular basis, a report listing the following information:
 - i. Bugs, errors, or deficiencies in the Software, and the classification of each;
 - ii. Any resolutions or fixes; and
 - iii. Any available Work Arounds.
- c. Remote Technical Support Procedures. For each request by Customer for Technical Support from SMART, Customer shall provide SMART with an Incident Report. SMART shall identify each discrete issue relating to an Incident Report with a unique "Case Number" for tracking purposes. Upon request by Customer, SMART shall provide a "Status Report" on any Incident logged for Customer provided that Customer identifies the particular Incident by the Case Number assigned to it by SMART. For Incidents that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Incident, the expected date that an Incident Resolution will be released, and a description of any known Work Around. For Incidents that have not yet been resolved, the Status Report shall include the Case Number, an Incident resolution plan, and a description of any known Work Around. Each Incident logged for Customer shall remain open until closure notification is received from SMART and accepted by Customer. By mutual agreement between Customer and SMART, Incidents shall be categorized and handled according to the procedures set forth in Schedule B.

7. Onsite Technical support processes

- a. SMART WARRANTY PLUS Service Plans onsite support is limited to the de-install and re-install of RMA SMART products covered by a warranty Plus plan.
- b. SMART's Onsite Service Level Objectives (SLO) for UK Warranty Plus Services are applicable for products sold by authorized resellers in the UK only.

SMART Services Terms & Conditions

- i. SMART will dispatch a technician for a site visit to de-install and reinstall the RMA SMART products covered under the Warranty plus plan. SMART will coordinate the technicians and with the customer contact with an objective of 48 hours from RMA product dispatch.
- ii. Onsite dispatch will have an objective of 4 business days for postcode areas in the UK with the following postcode prefixes: KW, IV, PH; and Northern Ireland and (iii) all UK Islands.

8. Support Fees

- a. Annual (or Multi-year) Fee. In consideration for the Support, Customer shall pay to Authorized Reseller an annual (or longer term) fee agreed upon by Customer and Authorized Reseller. By issuing a purchase order to an Authorized Reseller for Support, Customer agrees to be bound by the terms and conditions of these Terms and Conditions.
- b. Renewal. No less than 60 days prior to the expiration of the initial and subsequent one-year (or longer term as applicable) terms, a notice of expiration and a quotation for the annual fees for the subsequent one-year terms will be provided to Customer or Authorized Reseller. Notification of Service contract expiration is sent to contacts provided by the reseller in the initial purchase order for Services. If Customer wishes to continue receiving Support, then Customer shall provide a purchase order to an Authorized Reseller to match the quotation on or before the expiration date. Upon receipt, Customer shall be invoiced in accordance with these Terms and Conditions.
- c. Purchase Orders. Customer will designate the level of Support and the Hardware Replacement Support Plan selected in its purchase order(s) to Authorized Reseller. Customer must provide appropriate contact information to reseller with purchase order. All purchase orders must be signed by an authorized Customer representative. Terms and conditions contained in purchase orders submitted to Authorized Reseller shall apply as between Customer and such Authorized Reseller and shall have no binding effect on SMART.
- d. Payment Terms. The parties acknowledge Customer is buying pass-through Support from Authorized Reseller. Customer will pay all Support fees to Authorized Reseller, and Authorized Reseller will pay SMART for pass-through Support purchased by Customer.

9. Taxes

- a. All prices payable are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to SMART prior to invoicing, and Customer shall

SMART Services Terms & Conditions

promptly notify SMART if their exemption is revoked or modified. All payments made by Customer shall be net of any applicable withholding tax. Customer will provide reasonable assistance to SMART by promptly: providing SMART with valid tax receipts and other required documentation of Customer's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting SMART in any audit or tax proceeding related to transactions hereunder. Customer shall comply with all applicable tax laws and regulations, and Customer will promptly pay or reimburse SMART for all costs and damages related to any liability incurred by SMART as a result of Customer's non-compliance or delay with its responsibilities herein. Customer's obligations under this Section 12 shall survive termination or expiration of these Terms and Conditions.

10. Confidential Information

- a. Disclosure of Information. The parties acknowledge that they may receive from each other and have access to certain confidential information of the other party ("Confidential Information") in order to fulfill the obligations contemplated under these Terms and Conditions. The parties agree that Software and Documentation shall be deemed SMART's Confidential Information under these Terms and Conditions. The parties agree not to use the other's Confidential Information for any purpose except as contemplated by these Terms and Conditions. The use and access to Confidential Information shall be limited by the parties to their employees who need to know such Confidential Information for the purpose of carrying out the parties' respective obligations under these Terms and Conditions. Customer shall not remove any proprietary, copyright, mask work, trade secret or other legend from any Product or Confidential Information.
- b. Exclusions. The restrictions contained in Section 13(a) shall not apply to Confidential Information to the extent such information (i) is known to the recipient at the time of disclosure; or (ii) is independently developed by the recipient provided the recipient can show that such development was accomplished by or on behalf of the recipient without the use or any reference to Confidential Information; or (iii) becomes known to the recipient from any source without confidentiality restriction on subsequent disclosure or use; or (iv) is or becomes part of the public domain through no wrongful act of the recipient. A party shall also have the right to disclose Confidential Information pursuant to any binding judicial or governmental requirement or order; provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures.
- c. Injunctive Relief. In the event of a threatened or actual breach of this Section 13, the non-breaching party shall be entitled to seek immediate injunctive or other equitable relief, in addition to, and not in lieu of, any other remedies such party may be entitled to.

SMART Services Terms & Conditions

11. Limitation of Liability

SMART'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF SUPPORT PROVIDED HEREUNDER. IN NO EVENT SHALL SMART HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF PRODUCT(S) PURCHASED HEREUNDER, OR THE FAILURE OF THE PRODUCT(S) TO PERFORM, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. Term and Termination

- a. Initial Term. These Terms and Conditions shall be binding upon SMART and Customer, and the initial term shall commence on the date that a valid purchase order for Support is accepted by SMART. Support will commence on the date the order is accepted and processed by SMART and continue for a period of one year thereafter, or, if Customer initially pays for more than one year of Support in advance, then the initial term of this Agreement shall continue for the specified number of years of Support initially purchased by Customer.
- b. Termination for Breach. A failure of either party to abide by its obligations under these Terms and Conditions will constitute a breach. In the event of a breach by SMART, SMART will use reasonable efforts to remediate the situation to the satisfaction of both parties in a timely manner. Notwithstanding anything to the contrary herein, Customer's breach of payment obligation constitutes a default the date the payment is due and SMART shall have the right to terminate the Support agreement, and thereby end its support obligations, immediately.
- c. Termination for Insolvency. Either party may terminate its obligations under these Terms and Conditions, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if that petition or proceeding is not dismissed with prejudice within sixty (60) days after filing.
- d. Survival. The provisions of Section 9,10, 11, 12, and 13 shall survive termination hereof for any reason.

13. Miscellaneous

SMART Services Terms & Conditions

- a. Governing Law. This Agreement shall be interpreted and governed by the laws of the Province of Alberta without reference to conflict of law principles. The parties specifically agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- b. Venue. For any disputes arising out of or in connection with these Terms and Conditions, the parties consent to the personal and exclusive jurisdiction of, and venue in, the courts of Calgary, Alberta, except that either party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information from misappropriation or disclosure by the other party.
- c. Force Majeure. Except for Customer's payment obligations, neither party will be responsible for any failure to perform due to causes beyond its reasonable control.
- d. Assignment. Customer may not assign or delegate or otherwise transfer its licenses, rights or duties under these Terms and Conditions except with prior written consent of SMART. Any prohibited assignment will be void. Subject to the foregoing, obligations hereunder shall be binding upon and inure to the benefit of the parties thereto and successors and assigns.
- e. Notice. Notices and other communications shall be in writing and shall be deemed delivered upon personal delivery, signed-for delivery by commercial courier, or 3 days after deposit via certified mail, return receipt requested, postage prepaid. All notices of communication between Customer and SMART shall be directed to the following address:

SMART Technologies ULC
3636 Research Road NW
Calgary, AB T2L 1Y1
Attention: Legal Counsel
- f. Invalidity. If any portion of these Terms and Conditions is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions, and the parties shall seek in good faith to agree to substitute for invalid provisions a valid provision that most closely approximates the economic effect and intent of the invalid provision.

SMART Services Terms & Conditions

SCHEDULE A

SMART Warranty Plus Plan Descriptions

SMART Support Service	Warranty Plus (Available for UK Only)
Knowledge Base Access	24x7
RMA	
Advanced Hardware Replacement	Hardware Only
Advanced Hardware Replacement SLO	2 days**
24/7 Case Management via Web	✓
Remote Technical Support (Level 2-4)	✓
Support local Business Hours	9 a.m - 5:30 p.m GMT
Support on weekend and holidays	No
Fast qualified Response Time-Guaranteed	Standard
Support via Phone or Email	✓
Incident escalation and prioritization	Regular
Onsite De-install & Re-install service for RMA units or parts	✓

** Monday–Friday excluding weekends and holidays in Mainland UK (excluding (i) areas with the following postcode prefixes: KW, IV & PH; (ii) Northern Ireland; and (iii) all UK islands)

The 4 business day SLO applies to postcode areas with the following postcode prefixes: KW, IV, PH; and Northern Ireland and (iii) all UK Islands

SMART Services Terms & Conditions

SCHEDULE B

Product List applicable for Warranty Plus (subject to change)

- kapp iQ Pro: All Sizes
- kapp iQ: All sizes
- SMART Interactive Displays: 8084i-G4, 8055i-G5, 8065i-G5, 8075i

SMART Services Terms & Conditions

SCHEDULE C

Severity Levels When Requesting Remote Support

You are responsible for setting the initial severity level when requesting Remote Support. Our **estimated** response times and your responsibilities are defined in the following table;

Severity Level	Severity Description	Expected SMART Response ²	Expected Customer/Partner Response	Issues In Scope	Issues Out of Scope
High	Critical business impact: <ul style="list-style-type: none">Significant loss or degradation of servicesNeeds attention within 1 hour	<ul style="list-style-type: none">1st call response in 1 hour or lessOur Resources on site as requiredContinuous effort on a 24x7 basisNotification of Our Senior Managers	<ul style="list-style-type: none">Allocation of appropriate resources to sustain continuous effort on a 24x7 basisRapid access and response from change control authorityManagement notification	Room not operable with resource available to resolve. Complete hardware failure with no work around available.	Product Usability, Feature Requests, Sales Questions, Third Party Integration Questions, Issues related to knowledge and experience of installers or technician
Medium	Moderate business impact: <ul style="list-style-type: none">Moderate loss or degradation of services but work can reasonably continue in an impaired manner.Needs attention within 4 business hours	<ul style="list-style-type: none">1st call response in 4 hours or lessEffort during Business Hours only¹	<ul style="list-style-type: none">Allocation of appropriate resources to sustain Business Hours continuous effortAccess and response from change control authority within 4 Business Hours	Hardware or Software installation issues resulting in delayed commissioning of Product	Product Usability, Feature Requests, Sales Questions, Third Party Integration Questions
Low	Minimum business impact: <ul style="list-style-type: none">Substantially functioning with minor or no impediments of services.Needs attention within 6 business hours	<ul style="list-style-type: none">1st call response in 4 hours or lessEffort during Business hours only¹	<ul style="list-style-type: none">Accurate contact information on case ownerResponsive within 24 hours.	Product Usability, Minor hardware issues resulting in RMA. Software installation issues. Product information requests	Feature Requests, Sales Questions, Third Party Integration Questions

¹ Business hours are 9 a.m.to 5 p.m. GMT, Monday thru Friday excluding holidays.

² SMART may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable SMART to continue with Incident resolution efforts.