



## Warranty Plus Onsite Terms and Conditions

This document describes the terms and conditions of our SMART Warranty Plus Onsite service plan. Please note that SMART Warranty Plus onsite service plan is currently available to our customers in North America only.

All SMART Board® interactive displays come with either the SMART Limited Warranty or SMART Assure Warranty. Visit [smarttech.com/warranty](http://smarttech.com/warranty) to see the complete details of SMART warranties and the Terms and Conditions as they apply to your purchase. With the purchase of SMART support services, you receive services beyond those provided in the standard warranties.

Your purchase order invoice or order notification email provides you with details about the SMART Support Services to which you are entitled.

### SMART Standard Warranties and SMART Warranty Plus Onsite Service Plans

SMART Support Offerings	SMART Limited Warranty	SMART Assure Warranty	SMART Warranty Plus Onsite <sup>1</sup>
<b>Remote Technical Support</b>			
Support local business hours	Monday - Friday visit <a href="#">Contact Support</a> for regional details	Monday - Friday visit <a href="#">Contact Support</a> for regional details	Monday - Friday visit <a href="#">Contact Support</a> for regional details
Phone and email support	✓	✓	✓
<b>RMA</b>			
Advanced hardware replacement	✓ 2-way shipping included	✓ 2-way shipping included	Included as part of warranty coverage
Advanced hardware replacement SLO	X	X	✓ 5 business days <sup>2</sup>
<b>Onsite Service for RMA</b>			
Removal and reinstallation by SMART-authorized technicians	X	✓	Included with SMART Assure Warranty
Onsite service scheduling SLO	X	X	✓ Within 48 hours of RMA verification and determination of onsite service requirement

<sup>1</sup> SMART Warranty Plus Onsite options are available in terms of 1, 3, 5, and 7 years and in North America only.

<sup>2</sup> The SLO provides priority shipping of the Advanced Hardware Replacement for cities within 100 miles of major metro US mainland (excluding Hawaii and Alaska) and 5-10 business days for major metro cities within Canada. Please note the SLO does not include time in transit after product leaves the warehouse.

PLEASE TAKE THE TIME TO READ THIS SMART SERVICES TERMS AND CONDITIONS AGREEMENT IF YOU'VE PURCHASED SMART SERVICES FROM AN AUTHORIZED RESELLER OR DISTRIBUTOR TO BE DELIVERED BY SMART TECHNOLOGIES ULC.

By purchasing and using services from SMART for technical support (including onsite support, installation support, or hardware repair or replacement services) for your SMART product, you agree to the terms described in this document and consent to be bound by them.

## Scope of Services

### 1. SMART's Support Obligations

Upon SMART's acceptance of a valid purchase order for support and the customer's payment of the applicable fees as described in [Section 3](#) ("Support Fees"), the customer is entitled to receive support from SMART in accordance with the terms of this agreement.

SMART is not responsible for the fulfillment of support SLAs, nor is it bound by the terms of any other support SLAs, Service Level Objectives (SLOs), or service plan commitments defined or sold by a third-party organization, including channel partners.

#### A. Access to SMART Remote Technical Support

Customers can contact SMART technical support by phone or through the online web form to log incidents and initiate support. SMART's hours of operation for phone support are Monday–Friday, 6:00 am–6:00 pm MT.

Web-based support is accessible at all times at [smarttech.com/contactsupport](https://smarttech.com/contactsupport).

SMART's support phone numbers, local hours of service, and available languages are available on our Contact Us page: [smarttech.com/contactsupport](https://smarttech.com/contactsupport).

1. Remote Technical Support Procedures. The customer will cooperate with and follow the instructions of the SMART support specialist. You can help us serve you better if you have this information ready when you contact us:
  - your product serial number (if applicable)
  - symptoms of the technical issue
  - available logs
2. For tracking purposes, SMART will assign a unique case number to each separate issue that relates to an incident. SMART can provide a status report on an incident if the customer contacts SMART and provides the case number. For resolved incidents, status reports include the case number, the incident's closing resolution, and a description of any workarounds. Status reports for unresolved incidents include the case number, an incident resolution plan, and a description of any known workarounds.

#### B. Advanced Hardware Replacement

1. Advanced Hardware Replacement means that SMART will ship a replacement product or component in advance of receiving the returned failed unit. SMART will use commercially reasonable efforts to provide Advanced Hardware Replacement in accordance with SMART standard product warranty. Refer to your specific product warranty policy for details. Please note that SMART is not responsible for transportation or customs delays.
2. Unless instructed otherwise, you are responsible for shipping the defective product or component to a SMART-authorized service center in accordance with the RMA return shipping instructions. SMART covers the return shipping cost. Please return the product in

its original packaging with the RMA number clearly marked on the returned product packaging.

3. For DOA and Advanced Replacement RMAs, the RMA unit must be returned to SMART within 30 calendar days of the replacement ship date from SMART. A restocking fee of 15% of the applicable list price may be applied for units returned after 30 days.

## C. Access to Onsite Service Support

Customers entitled to onsite service will have access to break-fix support coverage as part of their Service Plan's SLO.

SMART's Onsite Service Level Objectives (SLO) for our "Warranty Plus Onsite" support services are:

- In North America (excluding Hawaii & Alaska), within 100 miles of major metro cities.
- For regions other than those in Continental North America, SMART SLOs will be best effort unless otherwise specified. SMART's best effort objective is to schedule the onsite support within a maximum of 10-15 business days of SMART support's verification of the onsite support.

### Onsite support procedures

1. If, after remote diagnosis and troubleshooting, SMART determines onsite service is required, SMART will confirm next steps on Advanced Hardware Replacement and onsite service.
2. SMART or SMART's authorized installation personnel (on behalf of "SMART") will schedule a technician's visit to the customer site and confirm the scheduled date with the customer's contact.
3. It's the customer's responsibility to ensure access to their site to enable the service technician's visit.
4. If the site is inaccessible when the service technician arrives at the agreed-to time, you may be charged for a rescheduled site visit.
5. Submit requests to cancel or reschedule to [dispatch@smarttech.com](mailto:dispatch@smarttech.com) with the subject header "Cancellation or rescheduling request." We process these requests Monday to Friday 6 am – 6 pm MST, excluding public holidays, and will work with you to reschedule all requests provided 2 business days before the original scheduled onsite visit. Insufficient notice may result in a rescheduling fee.

**Note:** Upon completion of your onsite warranty service, you may be sent a satisfaction survey. This feedback is important in ensuring that we continuously improve our service to meet our customers' expectations. If you'd like to opt-out of the survey, please [Contact Us](#). Alternately, you can opt-out using the link on the invitation to the survey itself.

## D. End of Life Procedures and End of Support

SMART supports products according to the terms and conditions for the duration of the contract term. Products at End of Life (EOL) are not eligible for renewal.

SMART will publish Product End of Life (EOL) details at [smarttech.com/discontinued-products](https://smarttech.com/discontinued-products).

**E. EXCLUSIONS. SMART is not obligated to provide support for:**

1. Products not installed by a SMART Authorized Technician
2. Third-party devices (hardware, software, cables, and so on not provided by SMART) or product incidents caused by such devices
3. Incidents with a product modified by someone other than SMART's personnel or SMART's authorized technicians and installers
4. Damaged products (whether by fire, heat or excessive dust from improper storage, malicious software, impact, power surge, or other events beyond SMART's reasonable control) other than products damaged through the negligence or willful misconduct of SMART, its agents, or employees
5. Incidents caused by using a product in an environment other than that for which it was designed, as specified in the product documentation
6. Hardware incidents caused by unsupported SMART software releases or third-party software
7. Any products purchased or otherwise obtained from any party other than a SMART authorized reseller

## 2. Customer Obligations

- A. Maintain supported software releases.** All software releases provided to the 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. The customer acknowledges that in order to obtain support for incidents with software, they may be required to upgrade to a supported release to resolve the incident.
- B. Access to network or site.** If SMART determines that its technical personnel require access to the customer's physical site or network to diagnose **or** resolve an incident, the customer will provide SMART's personnel authorized access.
- C. Data.** Customer is responsible for customer's software, data, and backup configurations. 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.
- D. Product Information.** For efficient support, the customer will provide the following information:
- Product license key or serial number
  - Site contact person
- E. Additional costs.** Unless customer has purchased a product or a service that includes defined "onsite" services, the customer will be responsible for the cost of service for arranging and performing the removal of the defective component or product, and for arranging and performing the installation of the replacement component or product.

- F. Authorized Installer.** SMART requires that select products be installed by a SMART Authorized Technician/Installer. Failure 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 at [smarttech.com/warranty](http://smarttech.com/warranty) for details.

### 3. Support Fees

- A. Annual or Multi-year Fee.** Customer pays an authorized reseller an annual or longer term fee agreed upon by the Customer and authorized reseller based on SMART's available service plans. By issuing a purchase order to an authorized reseller for support, customer agrees to be bound by these Terms and Conditions.
- B. Renewal.** The reseller in the initial purchase order for services will notify the customer contact provided of service contract expirations. If the customer wishes to continue receiving support, the customer provides a purchase order to an authorized reseller to match the quotation on or before the expiration date. Upon receipt, customer is invoiced in accordance with these Terms and Conditions.
- C. Purchase Orders.** Customer selects the appropriate Service support plan (for example, 1, 3, or 5 years) in their purchase order to authorized reseller. Customer provides appropriate contact information with the purchase order. All purchase orders must be signed by an authorized customer representative. Terms and conditions contained in purchase orders submitted to authorized resellers are applied between customer and the authorized reseller and have no binding effect on SMART.
- D. Payment Terms.** The parties acknowledge customer is buying pass-through support from an authorized reseller. Customer will pay all support fees to authorized reseller, and authorized reseller will pay SMART for pass-through support purchased by customer.

### 4. Taxes

All prices payable are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to SMART before invoicing, and Customer shall 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 4](#) shall survive termination or expiration of these Terms and Conditions.

## 5. 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 5](#) (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 5](#), 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.

## 6. 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.

## 7. Term and Termination

- A. Initial Term.** These Terms and Conditions shall be binding upon SMART and the 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 [3](#), [4](#), [5](#), [6](#), [7](#) and [8](#) shall survive termination hereof for any reason.

## 8. Miscellaneous

- 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 SMART at the following address:

SMART Technologies ULC  
3636 Research Road NW  
Calgary, AB T2L 1Y1

Attention: Legal Counsel

All notices of communication between Customer and SMART shall be directed to Customer at the address and/ or email provided on the purchase order.

- 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.

## Definitions

"Agreement" – this document, which establishes the terms under which SMART offers to provide the support service plans defined here.

Authorized reseller or distributor" – a SMART-authorized reseller or channel partner.



“Advanced Hardware Replacement” – SMART’s shipment of a replacement product before SMART receives a failed or defective product.

“Business day” – Monday through Friday, 6:00 a.m. to 6:00 p.m. Mountain Standard time (MT), excluding weekends and holidays.

“Customer” – the person or organization that purchases support services from an authorized reseller.

“Documentation” – means user manuals and technical notes provided by SMART for use with the Software and Hardware.

“Hardware” – the SMART equipment that SMART or an authorized reseller has supplied to a customer. For a complete list of SMART hardware products for education, visit <https://www.smarttech.com/en/products/education-displays>

“Incident” – an issue that a customer has reported to SMART support (phone and web incident notification here: <https://support.smarttech.com/en/forms/contact>)

“Incident resolution” – a resolution to an incident that restores the product to service and operation without a material loss of function.

“Knowledge base” – SMART’s web-based support: <http://smarttech.com/support>.

“Onsite” or “onsite break-fix service” – dispatch of a technician and/or service parts to a site if an incident can’t be resolved remotely.

“Product” – the hardware and/or software the customer has purchased from a SMART authorized reseller.

“SMART” – SMART Technologies ULC and/or its affiliates.

“SMART authorized technician” – a SMART trained installer (sourced by SMART directly or indirectly) dispatched if an onsite service is required.

“Software” and “SMART SW” – SMART Learning Suite (SLS) and all other SMART software products that the customer has purchased from an authorized reseller (and does not include any third-party software). For a complete list of SMART software products for education, visit [smarttech.com/products/education-software](http://smarttech.com/products/education-software)

“Service” and “support services” – the services for the support and maintenance of products as described in this document.

“SMART support service plan” or “service plan” – support services (for an eligible product) the customer has from a SMART authorized reseller or distributor.

“Support” – the hardware replacement, product repair, software maintenance, technical support, and onsite break-fix service provided by SMART as described in this document.

“Service Level Objective” or “SLO” – SMART targets (not commitments) for service responsiveness (that is, response time).

“Service Level Agreement” or “SLA” – SMART commitments for service responsiveness (that is, response time).

“Supported RELEASE” – the current version of a software product and certain earlier versions that SMART continues to support.



“Site” – the physical location where a product is installed, as specified by the customer to the SMART installation coordinator from time to time.

“Technical support” – online and phone support for hardware and software issue troubleshooting and resolution assistance by SMART support specialists.

“Work-around” – a temporary resolution of an incident that restores the service and operation of a product without a material loss of function. A work-around might consist of a software patch or instructions on how to avoid an incident.



**SMART Technologies**  
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Calgary, AB T2L 1Y1  
CANADA

[smarttech.com/support](https://smarttech.com/support)

[smarttech.com/contactsupport](https://smarttech.com/contactsupport)

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