



SMART Services Terms & Conditions

PLEASE READ THIS SERVICES TERMS & CONDITIONS DOCUMENT IF YOU HAVE PURCHASED SMART 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:

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. URL: www.smarttech.com/support/entsupport.
- 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://smarttech.com/Support>.
- l. “Product” means the Hardware and/or Software listed in Schedule B that have been purchased by the Customer from a SMART Authorized Reseller.



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- 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

Upon SMART's acceptance of a valid purchase order for Support and Customer's payment of the applicable fees as set forth in Section 11, 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 5, SMART will use commercially reasonable efforts to:
 - i. Provide Customer access to all Software Releases and related Documentation that Customer has licensed from SMART upon their general commercial release;



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- ii. Provide access to an online ticketing system to initiate support incidents with SMART; and
- iii. 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 services from SMART that have onsite support coverage defined as part of the SMART services tier or plan such as SMART ‘PLUS’ support offerings 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 a remote resolution cannot be accomplished, SMART will use commercially reasonable efforts to dispatch a SMART Authorized Technician to the customer site, within the regional SLO for onsite work. Onsite break-fix support will cover major break-fix incidents only at the discretion of SMART support.

Incidents excluded from onsite break-fix coverage include but are not limited to : SW updates, firmware updates, troubleshooting of third party HW and SW, relocation of SMART HW, and HW 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.

e. Exclusions. SMART is not obligated to provide Support for:

- i. Products not installed by an SMART Authorized Technician;
- ii. Third party devices (hardware, software cabling, etc. not provided by SMART) or Incidents with the Product(s) that are caused by such devices;
- iii. Incidents with Product that have been modified by someone other than SMART’s personnel or SMART’s authorized technicians and installers;
- iv. 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;



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- v. Incidents caused by the use of a Product in an environment other than that for which it was designed, as specified in the Documentation;
- vi. Incidents with Software that is not a Supported Release;
- vii. Any Products purchased or otherwise obtained from any party other than a SMART Authorized Reseller; or
- viii. Incidents with Products or parts thereof that are past their End of Life date, as provided in Section 2 (d) above.

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



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software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- 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.

Reference 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 their return. 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



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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	Basic	Elite	Platinum
Advance Hardware Replacement	Hardware Only	Hardware Only	Hardware Only
Advance Hardware SLO* (business days)	10 Days	5 Days	3 Days

***SMART’s advanced hardware replacement Service Level Objectives for our Basic, Elite and Platinum support services are applicable in countries in North America and the European Union.**

For countries other than those in NA and the EU, where a SMART distributor is not the importer of record, End Customers will be the importer of record of the RMA units and responsible for applicable VAT. SMART will be responsible for shipping both ways. SMART SLO for delivery timelines outside NA and the EU are as follows:

- 3-5 Business Days Airport to Airport
- Estimated for Local Deliveries 5-10 Business Days, Door to Door, excluding uncontrollable delays, i.e. customs.

5. SMART Meeting Pro Software Maintenance

- a. 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 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 Arouns.

- 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 Onsite Support. Customers who purchase Support which includes onsite coverage, such as SMART PLUS support tiers, will have access to onsite break-fix support coverage as part of the SLO of their Service plan.
- b. SMART's Onsite Service Level Objectives (SLO) for our Basic, Elite and Platinum "Plus" level support services are applicable in Metro areas only in countries in North America and the European Union.
 - i. SMART Authorized Technician will be scheduled for customer site visit with in 48hrs – 5 business days of onsite requirement verification by SMART support agent. SMART will confirm the scheduled date of the technician site visit with customer contact.



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- ii. For countries other than those in Continental NA and the EU, SMART SLOs will be best effort. SMART's objective is to schedule the onsite within a maximum of 10-15 business days of onsite requirement verification by SMART support.

8. Proactive Monitoring for SMART Room System for Microsoft Lync® / Skype for Business

- a. Proactive Monitoring is a cloud-based software service that once installed tracks the usage, health and quality of Lync experience (QoE) of your SMART Room System™ with Skype for Business. Proactive Monitoring for SMART Room System with Skype for Business is included as part of an Elite or Platinum Support Service for SMART Room Systems with Skype for Business.

9. Usage Reporting for SMART Room Product for Microsoft Lync / Skype for Business

- a. Usage reporting is a cloud-based software service that once installed provides access to analytics and usage data for the Product, in an intuitive cloud based user dashboard. Usage reporting is included as part of an Elite or Platinum Support Service for SMART Room Product for Microsoft Lync.

10. SMART Installation Services

- a. SMART Installation Services purchased from a Reseller are sold by SMART to our Resellers, and installation services are coordinated by SMART and delivered in partnership with our SMART authorized Installation & Onsite Partners globally. SMART maintains MSAs with a select list of authorized Installation and Onsite Partners with SMART authorized technicians
- b. SMART will coordinate the delivery of SMART installation services according to Schedule D

11. 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.



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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.

12. 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 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.

13. 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. 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;



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provided that it takes reasonable steps to give the other party sufficient prior notice in order to contest such order or seek protective measures.

- b. 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.

14. 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.

15. 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 11, 12, 13, 14, 15 and 16 shall survive termination hereof for any reason.

16. Miscellaneous



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- 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.

SCHEDULE A

SMART Support Services End User Support Plan Descriptions

SMART Support Offerings	Basic (1 & 3 year)	Elite (1 & 3 year)	Platinum (1 & 3 year)
Product			



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Knowledge Base Access	24 x 7	24 x 7	24 x 7
1 st Level Support Provided by Reseller	✓	✓	✓
RMA			
Advanced Hardware Replacement	Hardware Only	Hardware Only	Hardware Only
Advanced Hardware SLA	10 days	5 days	3 days
Remote Technical Support Service Level Objectives (SLO)*			
*Response Objective timeframes are calculated within business hours. Response Objectives are SMART targets for service responsiveness but are not commitments or service level agreements			
24/7 Case Management via Web	✓	✓	✓
Remote Technical Support (Level 2-4)	✓	✓	✓
Support local Business Hours	9 a.m. – 5 p.m.	24x5	24x7
Support on weekend and holidays	-	-	✓
Fast qualified Response Time-Guaranteed	max 2 hours	max 1 hour	max 30 min
Support via Phone or Email	✓	✓	✓
Incident escalation and prioritization	Regular	High	First
Reporting and 24/7 status update	✓	✓	✓
SRS Managed Services (Microsoft Lync /			



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Skype for Business Room Systems Only)

Proactive Monitoring	-	Included	Included
Usage Reporting	-	Included	Included

Software Maintenance (Solutions with SMART Meeting Pro Only)

Software Updates Minor Version Releases	✓	✓	✓
Software Updates Major Version Releases (includes new features)	✓	✓	✓

Onsite Break-fix (Plus Packages Only)

	Basic Plus	Elite Plus	Platinum Plus
SMART Authorized Technician dispatched to site within 48 hr-5 business days* if incident cannot be remotely resolved	✓	✓	✓
De-install & Re-install service for RMA units or parts	✓	✓	✓

**** Listed SLOs apply to Metro areas in NA and EU only. In Rest of world best effort SLOs apply.***



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SCHEDULE B

Product List (subject to change)

- SMART Interactive Displays, Boards & Podiums that ship with Meeting Pro Room Edition Software: 8084i-G4, 8055i-G5, 8065i-G5, SB885ix2, SP500-18, SP500-24
- SMART Room Systems for Microsoft Lync / Skype for Business: All Sizes
- kapp iQ: All sizes
- kapp iQ Pro: All Sizes
- SMART Meeting Pro Personal Edition (MPPE)
- SMART Bridgit Data Conferencing Software (purchase within 5 years)



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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 Significant loss or degradation of services Needs attention within 1 hour	1st call response in 1 hour or less Our Resources on site as required Continuous effort on a 24x7 basis Notification of Our Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management 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: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 4 business hours	1st call response in 4 hours or less Effort during Business Hours only ¹	Allocation of appropriate resources to sustain Business Hours continuous effort Access 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



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Low	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 6 business hours	1st call response in 4 hours or less Effort during Business hours only ¹	Accurate contact information on case owner Responsive 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
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¹Business hours are 9 a.m.to 5 p.m Mountain Standard Time, Monday thru Friday excluding holidays.

²SMART 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.

Schedule D

Installation Services

- Any date specified for delivery and/or installation is an estimate only and time for delivery or installation shall not be of the essence or capable of being made of the essence by notice. SMART will not be liable for any losses (including loss of profit) or costs incurred by the Customer which are caused by any delay in the delivery or installation of the Equipment nor will any delay entitle the Customer to terminate or rescind the Agreement.
- Subject to Condition 3 and to the Customer complying with its obligations under the Agreement and unless otherwise agreed, SMART will carry out the installation of the Equipment at the Site following delivery of all Equipment and necessary installation equipment to the Site.
- SMART shall conduct a site survey at the Site before installation of the Equipment to confirm that the Site is suitable for the installation of the Equipment. If in SMART’s opinion the Site is not suitable, SMART will notify the Customer of the issues that need to be rectified before installation can take place. Inspection of the Site in accordance with this Condition 3 will not render SMART liable in any respect for the suitability of the Site.
- The Customer will provide SMART with a stabilized clean mains power supply and grounding or technical earth at the Site, in accordance with SMART’s reasonable instructions, and maintain the same until the Equipment is installed.



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5. The Customer warrants that it has obtained any necessary consents, including but not limited to landlord consents, listed building consents, conservation area consents, planning permissions and building regulations approvals (together “Relevant Consents”) as may be required for the installation of the Equipment at the Site, and that it will notify SMART of any specific requirements of such Relevant Consents which are applicable to the installation of the Equipment at the Site.

6. If the Customer has not fully complied with its obligations under the Statement of Work at the time SMART is due to commence installation of the Equipment, SMART shall be entitled give notice in writing to the Customer requiring it to perform its obligations within the time period specified in the notice. The Customer will be liable to SMART for all loss, damage, costs and expenses suffered or incurred by SMART as a result of the Customer’s breach and SMART may require payment of such sums prior to installation of the Equipment. If the Customer fails to remedy the breach or make the required payment, SMART may terminate the Agreement by notice in writing to the Customer.

7. Following installation of the Equipment, SMART will require customer sign off to confirm installation has been completed in accordance with the Statement of Work. The Customer’s acceptance of the install completion shall be deemed to have occurred on whichever is the earliest of:

7.1 The signing by the Customer of the paperwork referred to in Condition 7;

7.2 The use of the Equipment by the Customer in the normal course of its business.

8. SMART has defined a high-level RACI chart that identifies the stakeholders in the standard SMART installation process and who is Responsible, Accountable, Consulted and Informed in each step. The below RACI is for process guidance, clarity and control purposes only and is subject to change at SMART’s discretion

9. SMART reserves the right to charge a cancellation fee for Installation Services that are cancelled or rescheduled by the customer or reseller. SMART’s Installation Services Cancellation Terms can be found at www.smarttech.com/kb/171039.



SMART Services Terms & Conditions

RACI Charts							R:	Responsible
							A:	Accountable
							C:	Consulted
							I:	Informed
Installation & Onsite Services								
PROCESS	End to End Process							
DEPARTMENT	Installation & Channel Support							
UPDATED	2/3/2016							
STEP	DESCRIPTION	CUSTOMER	RESELLER	DISTRIBUTOR	SMART	INSTALLER	SERVICE LEVEL OBJECTIVE*	
1	Customer completes PO	A/R	C/I		I			
2	Reseller completes site survey PO and order form and emails SMART	C	A/R	I	I			
3	Distributor confirms PO does not include Install/HW & SVC and places order with SMART		I	A/R	I		Bundled Site survey and HW orders are rejected	
4	SMART Order Management processes order for Site Survey				A/R		Notifications sent per PO request	
5	SMART ICS team contacts Customer to confirm Site Survey timing	C	I		A/R		1-2 Business Days	
6	SMART ICS contacts Installer to schedule site survey				A/R	C	Maximum 5-10 business days	
7	Installer confirms agreed site survey date with SMART	I	I		C	A/R	Maximum 5-10 business days	
8	Installer performs site survey	I	I		C	A/R	% Completed on customer requested date	
9	SMART ICS schedules Statement of Work Meeting	C	C		A/R	C	5-7 Business Days	
10	SMART ICS facilitates Statement of Work Meeting	C	C		A/R	R	% completed per scheduled date	
11	Customer confirms solutions PO for HW, SW and Installation and submits to reseller	A/R	C					
12	Reseller completes PO for hardware, software & installation		A/R	I				
13	SMART ICS contacts customer with confirmation of PO submission	C	I		A/R		1-2 Business Days	
14	SMART ICS contacts Installer to schedule install and confirms date with Customer	C	I		A/R	C	Confirmation received in 5-10 Business Days	
15	SMART ICS facilitates meeting to confirm pre-installation steps complete	C	C		A/R	C	3-5 Business days prior to installation	
16	Installer performs system installation per SOW	I	I		I	A/R	SLO: As scheduled with customer input	
17	SMART ICS follows up with customer to ensure installation experience positive	C	I		A/R	I	1 Business Day after installation	
18	SMART ICS Followup with customer to ensure all systems are operational and completes close out	C	I		A/R		10 Business days post installation	
19	SMART ICS sends out confirmation of completion and service notifications copies to customer	I	I		A/R		1 Business Day after two week follow up call	

*NA & EU only ROW Best Effort SL