

ul. Piątkowska 163 60-650 Poznań, Poland | Europe

T +48 61 6713 413 E hello@smseagle.eu www.smseagle.eu

EXTENDED WARRANTY PLUS TERMS & CONDITIONS

SMSEagle Extended Warranty Plus is an optional service to expedite hardware replacement and premium SLA. SMSEagle Team ensures the reliability of its products by using quality components during design and manufacture. For additional protection, SMSEagle offers a plan for advanced replacement of hardware to minimize the time customers have to be without SMSEagle devices while their product is being serviced. With Extended Warranty Plus, SMSEagle Team will send a replacement unit to a customer before they have to send in their existing device for warranty repair. This warranty plan is ideal for any customer who wants to minimize the time their system is not operational.

Benefits of the Extended Warranty Plus Service include:

- Fast and free shipping, with prepaid 2-way shipping.
- Rapid processing, as the replacement unit will be shipped within 48 business hours.
- A hassle-free replacement process with minimum questions asked.
- Free remote troubleshooting assistance.
- Premium Service Level Agreement (SLA) for support services.

Please note that the Extended Warranty Plus plan can only be purchased within 60 days of purchasing the initial unit.

Important: BY PURCHASING THE EXTENDED WARRANTY PLUS SERVICE PROGRAM THE CUSTOMER ACCEPTS ALL THE TERMS AND CONDITIONS OF THE SERVICE AGREEMENT.

The Extended Warranty Plus service is provided by Proximus Sp. z o.o. (Proximus) the manufacturer and owner of the SMSEagle brand.

Extended Warranty Plus Service Coverage

- If the SMSEagle device fails during the Extended Warranty Plus service period, a replacement unit that is identical or equivalent will be shipped to the customer.
- Proximus will cover the cost of shipping both ways during the 2-way delivery process.
- The SMSEagle Extended Warranty Plus Service is offered in 2 variants:
 - Extended Warranty Plus Service EU: is offered in the following EU countries: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech
 Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands,
 Poland, Portugal, Romania, Slovakia, Slovenia, Spain, and Sweden.
 - Extended Warranty Plus Service GLOBAL: is offered worldwide except Russia, Crimea, Iran, North Korea, Syria, Belarus, and other territories that are not currently served by <u>DHL</u> or <u>UPS</u> courier services.
- The Extended Warranty Plus covers a period of 5 years starting from the date of the product delivery.

Service Policy

- The replacement unit is shipped to the customer if the following three conditions are met:
 - $\circ \quad \text{The unit has been confirmed as defective by the SMSEagle support engineer and the RMA number has been issued} \\$
 - Before shipping a replacement unit, a single authorization hold* will be placed on the Customer's credit card before shipment. The single authorization hold amount equals the product's MSRP (Manufacturer Suggested Retail Price).
 - o The customer has confirmed the address information.
- The replacement unit will be identical to the original or upgraded one if the original is unavailable. Proximus may provide a brand new or reconditioned unit, depending on their choice
- The replacement unit will be automatically registered and covered under this program until the original unit's coverage period expires.
- In the event of a component failure, such as a power adapter, Proximus will ship the necessary components for replacement only
- * Depending on the credit card company/bank, you may see a charge rather than an authorization hold on the card. The issuing bank automatically releases all authorization holds within 30 calendar days. Please contact your credit card company for more information.

Responsibilities of Customers/Resellers

· The customer must cooperate with the SMSEagle support engineer to determine whether the unit has failed or not.

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- The customer must provide all necessary details in the RMA request to minimize processing time, such as model name, serial number of the defective unit, shipping address, contact person, phone number, email address, etc.
- The customer should use the packaging provided with the replacement unit to ship the defective unit back to SMSEagle Support Center. If the packaging is damaged during shipping, the customer must use their own appropriate packaging to ensure a secure return shipment.
- It is the customer's responsibility to remove any old shipping waybills, air shipping labels, etc. from the original packaging and attach a new shipping label and waybill provided by Proximus.

Customer Induced Damage

If the customer is responsible for any damage to the products or parts due to misuse, neglect, accident, abuse, improper repair, alteration, or modification, or if they violate the original selling conditions set by the manufacturer, the product will be classified as a Customer Induced Damage Unit (CID). In such cases, the warranty will no longer apply and the Extended Warranty Plus Service cannot be provided. Instead, the customer's credit card or account will be charged the full MSRP value of the replacement product shipped, and their original warranty will be reinstated.

Return conditions

The customer must ship back the defective unit within 7 business days of receiving the replacement unit (based on the date the unit is received at the customer's site and the courier pick-up date).

If the customer fails to return the replacement unit within seven (7) business days, Proximus will charge their credit card the full value of the unit's MSRP. This charge is not refundable unless the customer can provide Proof of Delivery (POD) that confirms they returned the unit on time.

Courier Lost or Damaged

Proximus is responsible for submitting a compensation claim to the courier and arranging for the shipment of another replacement unit if it gets damaged or lost. On the other hand, the customer must file a compensation claim with the courier if the returned unit is lost or damaged by the courier.

Other Terms & Conditions

- The Extended Warranty Plus Service must be purchased within 60 days from the date the product was purchased, and the start date of the service will be the same as the product purchase date.
- The customer must use the return shipping label provided by SMSEagle Support Center. SMSEagle will not be responsible for any shipping costs incurred by the customer if they choose to use alternative shipping methods.
- SMSEagle uses DHL Express or an equivalent Express Service for replacements. You can visit the DHL website (www.dhl.com) to get an estimate of the delivery time from the SMSEagle Support Center to your destination.
- DHL does not deliver to P.O. Box addresses deliveries. The customer must provide a physical address for delivery.
- Proximus liability is limited to repairing or replacing the defective product. This is the customer's exclusive remedy for any acknowledged defects.
- Proximus will not be held liable under any circumstances for any indirect, incidental, or consequential damages or lost data.
- We may suspend or cancel your participation in the Programme at any time at our sole discretion, including without limitation if you submit counterfeit or stolen products or constitute a similar fraudulent act. Our failure to insist upon or enforce your strict compliance with the Extended Warranty Plus Terms will not constitute a waiver of any of our rights.

SERVICE LEVEL AGREEMENT (SLA) FOR SUPPORT SERVICES

Support Service	
Basic SLA:	5x9 Business Day*
Software updates	Yes
Web support	Yes
Email support	Yes
Telephone support	Yes
Remote connection support	Yes

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Access to Support Center Knowledgebase	Yes
Committed Response time to Priority-1 issues**	2H
Committed Response time to Priority-2 issues**	4H
Committed Response time to Priority-3 issues**	12H

^{*}Business Day hours

Our business hours cover Monday through Friday, 8:00 AM to 5:00 PM CET/CEST, excluding public holidays in Poland.

The priority level of the submitted ticket is used to determine the response time guarantee.

PRIORITY-1: BUSINESS CRITICAL

Represents a device completely not usable or a significant feature that is completely unavailable, and no workaround exists. Does not include development issues or problems in staging environments.

PRIORITY-2: DEGRADED USABILITY

Includes intermittent issues with devices stability and reduced quality of service. A workaround may be available. Does not include development issues or problems in staging environments.

PRIORITY-3: GENERAL ISSUE

Includes product questions, feature requests and development issues.

All customers may set the priority level of a ticket. However, SMSEagle Support reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production setup issue, or how-to question. SMSEagle support team members may also increase the priority level if the situation is deemed to be more urgent than originally reported. If the priority level is not set by the customer, the ticket will default to Priority 2.

QUESTIONS/CONTACT US

If you have any questions or concerns regarding this Agreement or our Products, please contact us through the Support Center at support.smseagle.eu

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^{**}Priority Levels