

**TECHNICAL SUPPORT SERVICES - EXTENDED PLUS  
TERMS & CONDITIONS**

This document constitutes an agreement (hereinafter: "**Agreement**") for the optional service to expedite hardware replacement and provide premium technical support services to the Customer.

<b>SMSEagle</b>	Proximus sp. z o.o. , owner of SMSEagle brand, with registered office in Poznań, ul. Piątkowska 163, 60-650 Poznań, entered in the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto i Wilda in Poznań, VIII Economic Division of the National Court Register under KRS No. 0000956902, NIP 7812032643, REGON 521369644, BDO: 000146105
<b>Product</b>	The SMSEagle device purchased from a reseller or an authorized partner
<b>Customer</b>	Person or entity that purchased the Products

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 products while their product is being serviced under the terms of the warranty. Under the terms of this agreement, SMSEagle 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 Plus Technical Support 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;
- premium Service Level Agreement (SLA) for support services;
- free remote troubleshooting assistance.

## 1. GENERAL PROVISIONS

- 1.1. Parties to the Agreement. This Agreement is concluded between SMSEagle and Customer.
- 1.2. Purpose of the Agreement. This Agreement regulates the terms and conditions of:
  - a. provisions of the technical support services related to the Customer's use of Product;
  - b. provision of the product substitute for the Product (hereinafter: "**Replacement Product**") to the Customer in case the Product is found to have a Physical Defect.
- 1.3. Term of the Agreement. This Agreement is entered into for a period of 5 (five) years from the date of its execution. Where this Agreement is entered into in connection with the purchase of the Product, the term of the Agreement shall commence upon delivery of the Product to the Customer.
- 1.4. Service Scope. The Extended Plus Technical Support Services include the basic scope set out in the Technical Support Services Policy, as well as the additional elements described in this document. The provision of services under this Agreement is available in 2 variations:
  - a. **Extended Plus Technical Support Services EU** – service offered in the following 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.
  - b. **Extended Plus Technical Support Services GLOBAL** – service offered worldwide except for: Russia, Crimea, Iran, North Korea, Syria, Belarus, and other territories that are not currently served by [DHL](#) or [UPS](#) courier services.

The type of the service (Extended Plus Technical Support Services EU or Extended Plus Technical Support Services GLOBAL) shall be determined by the Customer in the service order (no later than upon execution of the Agreement).
- 1.5. One piece of the Product. This Agreement applies to one piece of the Product only. The extension of this Agreement to additional Products shall be expressly agreed upon by the parties prior to the execution of this Agreement.
- 1.6. Remuneration. The amount of remuneration due to SMSEagle under this Agreement and the terms of its payment shall be agreed upon by the parties prior to the execution of this Agreement.
- 1.7. Replacement Product. The Replacement Product shall be either a brand-new or a reconditioned unit, identical to the Product or an upgraded version thereof. In the event of a failure of a Product component, including, for example, a power adapter, SMSEagle shall provide the Customer with the necessary components for replacement purposes only.
- 1.8. Separate character of the Agreement. This Agreement constitutes a separate agreement from the warranty provided by SMSEagle for the Products and does not extend or limit the Customer's rights under that warranty. The provision of a Replacement Product under this Agreement shall not result in the suspension or renewal of the warranty period specified therein.
- 1.9. Physical Defect. The term "Physical Defect" means any non-conformity of the Product with the technical specifications and/or operation manuals supplied with the Product, which hinders or prevents the proper functioning of the Product, for which the SMSEagle is responsible. For the avoidance of doubt, it is confirmed that the term "Physical Defect" refers solely to defects arising from causes inherent in the Product, and shall not include any damage to or malfunction of the Product resulting from, in particular:
  - a. incorrect installation, configuration, usage, or other activities inconsistent with the operation manual or contradictory to technical specifications supplied with the Product;
  - b. damages caused by acts of God, floods, fires, lightning, or other natural disasters, wars, unexpected events, inappropriate voltage, defective supply materials, or other external factors;
  - c. repairs or modifications carried out by the Customer or any third party without obtaining the SMSEagle's prior written consent (under penalty of nullity);
  - d. Customer's (or any third party's) interference in the technical structure of the Product;
  - e. maintenance, cleaning, or storage not in accordance with the operation manual supplied with the Product;
  - f. use of the Product with third-party products, software or services (this refers in particular to any malfunction of the Product caused by a conflict or incompatibility between software applications installed in the Product or on the hardware with which the Product continuously interacts).

## 2. PRODUCT REPLACEMENT POLICY

- 2.1. Replacement service request. In order to benefit from the Product replacement service, the Customer must notify the SMSEagle, without undue delay, but no later than within 14 days from the date of discovery of the Physical Defect, via email at support@smseagle.eu or via the support portal at https://support.smseagle.eu. Customers who are consumers may also use other available communication channels and notify SMSEagle during the term of the Agreement.
- 2.2. Notification requirements. For a notification, referred to in sec. 2.1. above, to be effective, it shall include the following information:
  - a. model the serial number of the Product;
  - b. detailed description of any additional accessories installed in the Product;
  - c. detailed description of the technical Physical Defect;
  - d. Replacement Product delivery address (P.O. boxes will not be accepted);
  - e. contact details (e.g. email address, phone number);
  - f. other information requested by the SMSEagle representatives .
- 2.3. Remote Inspection. The SMSEagle shall first attempt to conduct a remote inspection of the Physical Defect and provide the Customer with appropriate information in order to resolve the issue.
- 2.4. RMA number. In case, as a result of the remote inspection referred to in sec. 2.3. above, it is determined that the Product most likely has a Physical Defect, the Customer's replacement request shall be marked with an individual *Return Merchandise Authorization* number (hereinafter: "**RMA number**").
- 2.5. Credit card authorization hold. Prior to shipment of the Replacement Product, an authorization hold shall be placed on the Customer's credit card to secure performance of the Product replacement service. The single authorization hold amount shall be equal to the current retail price of the Replacement Product unit. The Customer acknowledges and agrees that, depending on the policies of the Customer's credit card issuer and/or bank, the authorization hold placed on the Customer's credit card may appear as a charge and may affect the Customer's available credit limit. SMSEagle shall have no control over, and shall not be responsible for, the policies, processing times, or actions of the Customer's credit card issuer and/or bank with respect to authorization holds. The release of any authorization hold is subject exclusively to the policies and procedures of the issuing bank and typically occurs within 30 calendar days, however, SMSEagle makes no representations or warranties regarding the timing of such release. The Customer is advised to contact their credit card issuer or bank directly for further information.
- 2.6. Replacement Product shipment. The Replacement Product shall be delivered to the Customer without undue delay and, as a rule, no later than 2 (two) business days from the date of a successful authorization hold on the Customer's credit card.
- 2.7. Defected Product return. The Customer shall return the Product affected by the Physical Defect to SMSEagle within 7 (seven) business days of receiving the Replacement Product. The Customer shall use the packaging provided with the Replacement Product to return the Product affected by the Physical Defect to SMSEagle. If the original packaging is damaged during shipping, the Customer shall use appropriate packaging of their own to ensure a secure return shipment.
- 2.8. Shipping labels. The Customer shall remove any existing shipping labels, waybills, or other delivery markings from the packaging in which the Replacement Product was delivered. The Customer shall affix to the Product return shipment the new shipping label and waybill provided by SMSEagle.
- 2.9. Shipping costs. Unless this Agreement provides otherwise, the costs of shipping the Replacement Product to the Customer and the costs of shipping the Product affected by the Physical Defect to SMSEagle shall be borne by SMSEagle. SMSEagle shall not be responsible for any shipping costs incurred by the Customer if the Customer uses shipping methods other than those designated by SMSEagle.
- 2.10. Failure to return the Product. If the Customer fails to return the Product within the period specified in sec. 2.7, SMSEagle shall charge the Customer's credit card in the amount of the authorization hold (as specified in sec. 2.5). Such charge shall constitute a contractual penalty and shall not limit SMSEagle's right to seek additional compensation up to the full amount of the damage suffered. The provisions of the preceding sentence shall not apply to Customers who are consumers, against whom SMSEagle will seek the return of the Product through legal action.
- 2.11. Customer Inducted Damage. If the Customer is responsible for any damage to the Product or its parts resulting from misuse, neglect, accident, abuse, improper repair, alteration, or modification; if the Customer violates the original sales conditions established by SMSEagle; or if, following inspection of the Product at SMSEagle's premises, no Physical Defect is diagnosed, the Product shall be classified as a "Customer Inducted Damage Unit" (hereinafter "**CID**"). In such cases, the replacement service under this Agreement shall not be provided. Instead, SMSEagle shall offer the Customer the following options: (i) charging the Customer's credit card in the amount of the authorization hold (as specified in sec. 2.5) as payment for the Replacement Product; or (ii) returning the Replacement Product to SMSEagle and having the Product returned to the Customer, in each case at the Customer's expense.
- 2.12. Lost or damaged shipments. SMSEagle shall be responsible for submitting a compensation claim to the courier and arranging the shipment of a substitute to the Replacement Product if the Replacement Product is lost or damaged during delivery. The Customer shall file a compensation claim with the courier if the Product returned to SMSEagle is lost or damaged during shipment.

## 3. SERVICE LEVEL AGREEMENT

- 3.1. SLA standards and applicability. SMSEagle provides technical support services in accordance with the Service Level Agreement (SLA) standards specified in Schedule No. 1 to this Agreement. The SLA defines the response times, status update frequencies, and priority levels applicable to the services provided to the Customer.
- 3.2. Resolution estimates. Unless otherwise specified in a separate agreement, all replacement or workaround times are estimates and do not guarantee the timely resolution of the issue.

## 4. FORCE MAJEURE

- 4.1. Definition and liability. SMSEagle shall not be in breach of the Agreement if its total or partial failure to perform or improper performance of its obligations under the Agreement is caused by an event of Force Majeure. For the purposes of the Agreement, the term "**Force Majeure**" means any extraordinary events that could not have been prevented and are beyond the control of SMSEagle, regardless of whether they could have been foreseen on the date of conclusion of the Agreement. Force Majeure includes, in particular, random events such as fire, hurricane, or other disasters caused by forces of nature, orders of state or government authorities, including those prohibiting business activity, war, riots, acts of terrorism, blockades of sea routes, uprisings, embargoes, social unrest, pandemics, epidemics, states of epidemiological emergency, export or import bans, or general strikes.
- 4.2. Notification and suspension. If SMSEagle is unable to perform its obligations under the Agreement or if this is impeded by reasons of Force Majeure, it shall inform the Customer, if possible, of the impossibility or impediment, explaining the reason. The performance of the Agreement shall be suspended for the duration of the Force Majeure event. SMSEagle shall notify the Customer immediately after the cause of the suspension has ceased to exist.

## 5. COMPLAINTS

- 5.1. Submission of complaints. Complaints may be submitted in writing to the registered address of SMSEagle or in electronic form to the SMSEagle email address.
- 5.2. Complaint requirements. The complaint should include data enabling the identification of the Customer, the subject of the complaint, and the Customer's request related to the complaint.
- 5.3. Response timeframe. A response to the complaint will be provided within 14 days to the email address provided at the time of conclusion of the Agreement. SMSEagle is also entitled to respond to the complaint by traditional mail.
- 5.4. Consumer dispute resolution. A Customer who is a consumer has the right to use extrajudicial means of dealing with complaints and pursuing claims. Among other things, such a Customer has the right to apply to a permanent consumer arbitration court with a request to settle a dispute arising from the concluded Agreement. Detailed information on out-of-court methods of handling complaints and pursuing claims is available on the website at [www.uokik.gov.pl](http://www.uokik.gov.pl).

## 6. MISCELLANEOUS

- 6.1. Liability. SMSEagle's liability under this Agreement shall be limited to the replacement of the Product (or its parts) affected by a Physical Defect. In all other respects, SMSEagle's liability, including for any damages incurred by the Customer, including lost profits, is excluded to the fullest extent permitted by applicable law. The provisions of the preceding sentence shall not apply to a Customer who is a consumer.
- 6.2. Suspension and termination. SMSEagle may suspend or terminate this Agreement at any time for material reasons, including, without limitation, if the Customer submits counterfeit or stolen Products (or parts thereof) or engages in a similar fraudulent act. SMSEagle's failure to insist upon or enforce the Customer's strict compliance with this Agreement shall not constitute a waiver of any of SMSEagle's rights.
- 6.3. General Override. In case of any conflict between the terms and conditions of this Agreement and the mandatory rights afforded to a Customer who is a consumer under applicable law, the provisions most favorable to the Consumer shall prevail. This Agreement does not exclude, limit, or suspend any rights of the consumer resulting from the non-conformity of the Product with the contract.
- 6.4. Governing law. In matters not covered by the Agreement, the provisions of Polish law shall apply. In the case of Customers who are consumers, the choice of law does not deprive them of the protection granted under provisions that cannot be excluded by agreement under the law of the country in which the consumer has their habitual residence.
- 6.5. Disputes resolution. Any disputes arising from the Agreement shall be settled by the court having jurisdiction over the registered office of SMSEagle, except that this determination of jurisdiction shall not apply to Customers who are consumers.
- 6.6. Salvatory clause. If any provision of the Agreement proves to be invalid, ineffective, unlawful, or unenforceable in whole or in part, such circumstance shall not affect the validity of the remaining provisions of the Agreement (severability clause).

**SCHEDULE NO. 1**  
**SERVICE LEVEL AGREEMENT (SLA) FOR SUPPORT SERVICES**

**1. DEFINITIONS AND INTERPRETATION**

1.1. For the purposes of this SLA, the following definitions shall apply:

- a. **"Response Time"** - the time interval between the receipt of a Ticket via the designated support channel and the first substantive response provided by an SMSEagle technician;
- b. **"Business Day"** - any day from Monday through Friday, excluding public holidays in Poland and any other days on which commercial banks in Poland are officially closed for general business;
- c. **"Business Hours"** - the period from 8:00 AM to 5:00 PM (08:00–17:00) Central European Time (CET) or Central European Summer Time (CEST), depending on the time zone currently applicable in Poland, on Business Days;
- d. **"Ticket"** - a formal request for technical assistance submitted by the Customer in accordance with the requirements set forth in the Agreement;
- e. **"Workaround"** - a temporary solution or configuration change that reduces the impact of a Physical Defect but does not constitute a final resolution.

**2. PERFORMANCE METRICS AND SERVICE LEVELS**

2.1. SMSEagle shall use its best efforts to meet the following Response Time targets during Business Hours:

Service Component	Specification	Response Time
Priority 1 response	Business Critical issues	2 Business Hours
Priority 2 response	Degraded Usability issues	4 Business Hours
Priority 3 response	Instruction/support	12 Business Hours

2.2. Any deadline expressed in "Business Hours" shall only be calculated within the Business Hours window. If a Ticket is submitted outside of Business Hours, the period for performance shall commence at the beginning of the next Business Day.

**3. LEGAL CHARACTER OF THE SLA**

- 3.1. The Response Times set forth in this schedule are targets and do not constitute a guarantee of issue resolution within any specific timeframe.
- 3.2. Unless otherwise expressly agreed in a separate written agreement, a failure to meet the Response Time targets shall not constitute a material breach of the Agreement and shall not entitle the Customer to any service credits, price reductions, or liquidated damages. The preceding sentence shall not deprive consumers of any claims they may have under generally applicable laws.
- 3.3. The Customer's sole and exclusive remedy for SMSEagle's failure to meet the SLA targets is the internal escalation procedure. The preceding sentence shall not deprive consumers of any claims they may have under generally applicable laws.

**4. PRIORITY CLASSIFICATION AND MANAGEMENT**

4.1. The priority level of the submitted Ticket determines the response time guarantee:

- a. **PRIORITY-1: BUSINESS CRITICAL** – this priority applies to situations where the SMSEagle device is completely unusable or a key function essential to business operations is completely unavailable and there is no workaround or alternative solution. The problem directly affects production environments, causing a complete shutdown of critical messaging functions or other essential capabilities.

**Examples:**

- The device does not power up or connect to the network;
- Sending/receiving SMS messages in a live environment is completely non-functional;
- Authentication or access to the device is blocked, preventing any use of the device.

**Exclusions:** Does not include issues occurring in staging, test, or development environments.

- b. **PRIORITY-2: REDUCED USABILITY** – this priority covers issues that cause periodic instability, reduced performance, or limited functionality of the SMSEagle device. The device remains operational, but the quality of service is noticeably degraded. A workaround may exist, but it is not stable or sufficiently efficient for long-term use.

**Examples:**

- Occasional errors in delivering or receiving SMS messages;
- The device unexpectedly reboots but resumes operation;
- Some features work inconsistently or with reduced reliability.

**Exclusions:** Does not include development issues, feature requests, or issues in non-production (staging/test) environments.

- c. **PRIORITY-3: INSTRUCTION / SUPPORT** – this priority is assigned to non-urgent requests for assistance with configuration, usage, or general guidance regarding SMSEagle devices and services. These tickets do not involve bugs, crashes, or reduced performance, but are intended to help users understand features, optimize settings, or integrate with other systems. Priority 3 tickets are typically informational in nature and are intended to improve the user experience or knowledge.

**Examples:**

- Step-by-step instructions for configuring device features or integrations;
- Advice on best practices for security, backups, or performance optimization;
- Guidance on using APIs, plugins, or supported third-party systems;

- Explanations of product documentation or capabilities.

4.2. SMSEagle reserves the right to reclassify the priority level at any time if it reasonably believes the classification is incorrect. If a Customer fails to select a priority, the system will default to Priority 2.

#### **5. CONDITIONS PRECEDENT AND CUSTOMER OBLIGATIONS**

5.1. SMSEagle's obligation to perform Services within the Response Times is strictly conditional upon:

- a. the Customer having a valid and fully paid Agreement;
- b. the Customer providing all required information, including serial numbers and detailed defect descriptions;
- c. the Customer ensuring the availability of qualified technical personnel and providing necessary remote access for diagnostics.

#### **6. ESCALATION PROCEDURE**

6.1. If a Response Time target is exceeded by more than 100%, the Customer may request an internal review by the SMSEagle support team lead. This procedure is intended to prioritize resources and ensure the fastest possible resolution, but does not modify the legal limitations of liability set forth in this Agreement.