

SMSEAGLE ONBOARDING SERVICE TERMS AND CONDITIONS

This document sets out the terms and conditions for the provision of the SMSEagle Onboarding Service purchased by the Customer, unless otherwise agreed in a separate written agreement between the Customer and SMSEagle.

SMSEagle	Proximus sp. z o.o., owner of the SMSEagle brand, with registered office in Poznań, ul. Piątkowska 163, 60-650 Poznań, Poland.
Customer	Person or entity that purchased the Service
Product / Device	The SMSEagle hardware SMS gateway unit purchased from a reseller, an authorized partner, or from the SMSEagle Store
Service	The SMSEagle Onboarding Service: a pre-paid, scope-based offering of time-boxed remote consultation Sessions focused on the initial setup and functional configuration of the Product and on resolving Product-side issues
Variant	One of the commercial tiers of the Service – Standard, Advanced or Enterprise/Custom – selected at the time of purchase on the basis of the qualification criteria set out in Schedule No. 1
Session	A single Service time slot of up to 60 minutes, delivered remotely, requiring prior confirmation of the date and time
Top-up Session	A single additional Session, purchasable separately, which SMSEagle may offer to the Customer if, during delivery, it establishes that completing the Customer's setup requires more Sessions than the scope of the purchased Variant reasonably covers
Usage Window	The period of 30 days from confirmed delivery of the Product, within which all Sessions under the purchased Variant (including any Top-up Session) must be scheduled and used
Business Day	Any day from Monday to Friday, excluding public holidays in Poland and any other days on which commercial banks in Poland are officially closed for general business
Business Hours	The period from 9:00 AM to 5:00 PM (09:00–17:00) Central European Time (CET) or Central European Summer Time (CEST), depending on the time zone currently applicable in Poland
SMSEagle Store	The SMSEagle online store available at https://store.smseagle.eu

1. GENERAL PROVISIONS

- 1.1. These SMSEagle Onboarding Service Terms and Conditions ("Terms") set out the detailed rules, scope, terms, conditions, limitations and exclusions related to the provision of the Service by SMSEagle.
- 1.2. The Service is provided by SMSEagle to the Customer under the terms and conditions set forth in these Terms and the agreement under which the Customer purchased the Service ("Agreement"). The Agreement shall be understood, in particular, as the terms, conditions and regulations, the acceptance of which is a prerequisite to purchase and use the Service.
- 1.3. The Terms form an integral part of the Agreement between SMSEagle and the Customer. In the event of any discrepancies relating to the terms and conditions of the Service, the provisions of the Terms shall prevail, save as provided in sec. 3.4.
- 1.4. The commercial terms and conditions for the provision of the Service, including the price of each Variant, are specified in the SMSEagle Store, in the Agreement, or during the process of ordering the Service (or in another unambiguous manner).
- 1.5. Acceptance of the Terms is effected by accepting this document at the time of purchase (or in another unambiguous manner) and is a prerequisite for the Customer to use the Service.
- 1.6. The Service is provided independently of any hardware warranty and of any technical support services. Purchase, expiry or termination of the Service does not affect the validity or duration of the hardware warranty assigned to the Product, or of any technical support entitlement, which are governed by the General Warranty Terms and Conditions and by the Technical Support Services Policy respectively.

2. SERVICE DESCRIPTION AND OBJECTIVES

- 2.1. The Service is designed to help new or existing Customers perform the initial setup of the Product and enable its core features in the Customer's production or pilot environment.
- 2.2. At the time of purchase, the Customer selects the Variant matching its situation, on the basis of the qualification criteria set out in Schedule No. 1. SMSEagle then delivers as many Sessions as are reasonably required to complete the scope of that Variant, within the Usage Window.
- 2.3. The number of Sessions covered by a Variant is not fixed, guaranteed or disclosed; the Customer's entitlement is defined by the scope of the purchased Variant as described in Schedule No. 1 and not by any number of Sessions or hours.

- 2.4. The Service is delivered remotely via Microsoft Teams (or another remote communication tool indicated by SMSEagle) and may include screen-sharing and guided configuration steps performed by the Customer under SMSEagle's direction. SMSEagle does not take direct control of the Customer's systems unless the parties expressly agree otherwise.
- 2.5. SMSEagle undertakes to provide the Service with due care, using its expertise and available technical resources. The Service is provided on a best-effort basis with regard to the final result. SMSEagle does not guarantee that a given Session or Variant will result in a complete configuration of the Customer's environment, in particular if this results from external factors, incompatibility of third-party software, carrier-side matters, or the specific configuration of the Customer's environment.
- 2.6. The Service is provided in English or Polish, depending on the Customer's needs. The territorial scope of the Service is global; Sessions are scheduled in the Poland time zone (CET/CEST) and delivered during Business Hours on Business Days.

3. SERVICE VARIANTS

- 3.1. The Service is offered in the following Variants:
 - a. Standard Onboarding – for a single, single-modem Product with a basic configuration need;
 - b. Advanced Onboarding – for a small number of Products, a high-availability (HA) pair, or a more complex configuration need;
 - c. Enterprise / Custom Onboarding – for large, multi-device deployments and non-standard requirements exceeding the scope of the Advanced Variant.
- 3.2. The detailed qualification criteria for each Variant, the configuration works included in each Variant, and the works excluded from each Variant, are set out in Schedule No. 1 to these Terms. Schedule No. 1 forms an integral part of the Terms.
- 3.3. If, prior to or during delivery, SMSEagle establishes that the Customer's actual situation qualifies to a higher Variant than the one purchased, SMSEagle shall inform the Customer and may offer either a Top-up Session or an upgrade to the applicable Variant against payment of the price difference. Until the Customer accepts one of these options, SMSEagle shall deliver the Service within the scope of the Variant actually purchased.
- 3.4. The Enterprise / Custom Variant is quoted individually. Its scope, price, schedule and any acceptance criteria are set out in a separate offer or statement of work agreed with the Customer. In the event of any discrepancy between such offer or statement of work and these Terms, the offer or statement of work shall prevail; in matters not regulated therein, these Terms shall apply.

4. SCOPE OF THE SERVICE (INCLUDED)

- 4.1. During each Session, SMSEagle provides best-effort guidance and assistance limited to the Product and its native software, in particular:
 - a. assistance with the initial setup of the Product (first-run configuration wizard, network parameters on the device UI, SIM tests, connectivity checks, user and administrator accounts, basic security hardening on the device side);
 - b. assistance with configuring specific features natively available in the Product (in particular Email-to-SMS, API access, phonebook, message routing, HA/cluster basics, alerts and automations), to the extent covered by the purchased Variant;
 - c. assistance in resolving issues occurring on the Product (gateway) side (diagnostics using device logs, modem tests, firmware and patch checks, throughput and queue checks, antenna and SIM placement guidance).
- 4.2. The works actually included depend on the purchased Variant. The catalogue of configuration modules, their allocation to Variants, and the baseline configuration works common to all Variants are set out in Schedule No. 1.

5. OUT OF SCOPE (EXCLUSIONS)

- 5.1. In order to ensure the highest quality of service and to clearly define the limits of liability, SMSEagle indicates that the Service does not cover, in particular:
 - a. configuration of the Customer's network, including LAN/WAN, firewalls, VPNs, NAT, proxies and routing;
 - b. configuration or administration of applications and systems other than the Product (in particular SCADA, NMS, ticketing, ERP/CRM, mail servers, identity providers, cloud services and telephony platforms). Where an integration is covered by the purchased Variant, SMSEagle configures the SMSEagle side of the integration and provides advisory guidance on the counterpart system, but does not configure or administer that system;
 - c. debugging or modification of application code or integrations on the Customer's side;
 - d. application code changes, custom plugins or bespoke development, which are available only under a separate quote and statement of work;
 - e. migration of data from another SMS platform;
 - f. carrier-side matters, including SIM activation, tariffs, roaming and steering, coverage, band locking and APN/PDP authentication on the operator's side;
 - g. performance or load testing, security audits, penetration tests and completion of security questionnaires;

- h. work performed at the Customer's premises (on-site);
 - i. hardware repairs, physical replacement of components, or Return Merchandise Authorization (RMA) and logistics procedures, which are governed by the General Warranty Terms and Conditions;
 - j. support for End-of-Life (EOL) Products, i.e. devices for which production, sales and technical support have been discontinued;
 - k. responsibility for the actions of third parties, including cellular operators, SMSC providers and e-mail providers;
 - l. support for Products in which unauthorized modifications to the operating system have been made, or third-party software not approved by SMSEagle has been installed;
 - m. guaranteeing the complete removal of any reported irregularities – SMSEagle provides commercially reasonable effort and due care.
- 5.2. Works excluded from an individual Variant, although covered by a higher Variant, are listed in Schedule No. 1.
- 5.3. If the Customer wishes to extend the Service beyond the above scope, SMSEagle may, at the Customer's request, scope the work as a separate paid engagement with dedicated effort, timeline and pricing.

6. DELIVERABLES

- 6.1. As part of the Service, SMSEagle provides:
- a. live, remote guided setup and configuration during each Session;
 - b. configuration notes or a checklist per Session, indicating what was configured, the relevant version information, and any outstanding items;
 - c. links to the relevant knowledge base articles;
 - d. optionally, a recording of the Session, only with the Customer's explicit consent (sec. 16).
- 6.2. The deliverables listed in sec. 6.1 do not constitute project documentation, an as-built design, or a formal acceptance protocol, unless the parties expressly agree otherwise in a statement of work concluded for the Enterprise / Custom Variant.

7. CUSTOMER OBLIGATIONS AND PREREQUISITES

- 7.1. The Customer is obliged to cooperate with SMSEagle and to implement the recommendations provided. In particular, before each Session the Customer shall:
- a. prepare the hardware – power on the Product, insert active SIM card(s), connect Ethernet, attach antennas and ensure physical placement with adequate signal;
 - b. provide access – ensure administrator login to the Product, the ability to share a screen, and, if required, secure remote access to a management workstation. The Customer must ensure that both parties have the rights to use the relevant Products and data in order to provide the Service;
 - c. ensure telecom readiness – ensure that the SIM card(s) are activated and unlocked and have a sufficient plan and coverage (including SMS/MMS/voice options as applicable);
 - d. designate resources – designate a technically capable participant with administrator rights who is able to make changes in the Customer's environment;
 - e. complete backups and change control – take any backups and secure any internal approvals required before the Session;
 - f. keep the Product up to date – install the software versions and patches indicated by SMSEagle as required;
 - g. protect credentials and confidential data – not disclose passwords or confidential information, including personal data, to SMSEagle unless it is strictly necessary for the proper performance of the Service (data minimisation principle);
 - h. maintain professional communication – refrain from offensive, aggressive, discriminatory or vulgar content, threats or harassment in any communication or materials directed to the SMSEagle team.
- 7.2. Failure to satisfy the prerequisites set out in sec. 7.1 does not extend the Usage Window and does not entitle the Customer to an additional Session free of charge. A Session which cannot be delivered, or which is delivered only in part, for reasons attributable to the Customer, is deemed consumed.
- 7.3. Failure to cooperate on the part of the Customer, or violation of the Terms by the Customer, entitles SMSEagle to refuse to provide the Service or to limit its scope, subject to sec. 13.

8. BOOKING, USAGE WINDOW AND CONSUMPTION

- 8.1. Sessions are booked through the booking channel indicated in the purchase confirmation or by e-mail to support@smseagle.eu. When booking, the Customer should provide its company name, the Product model and serial number, the purchased Variant, the preferred dates, and the contact details of the persons who will attend.
- 8.2. Each Session requires prior confirmation of the date and time by SMSEagle. Slots which have not been confirmed are not held.

- 8.3. One Session lasts up to 60 minutes. The Session starts at the scheduled time, whether or not all participants of the Customer are present.
- 8.4. All Sessions under the purchased Variant, including any Top-up Session, must be scheduled and used within the Usage Window, i.e. within 30 days from the date of confirmed delivery of the Product. Sessions not used within the Usage Window expire and are not refunded, credited or carried over, subject to sec. 8.5 and sec. 12.
- 8.5. If the Service is purchased later than the date of delivery of the Product, the Usage Window begins on the date of purchase of the Service.
- 8.6. If, during delivery, SMSEagle establishes that completing the Customer's setup requires more Sessions than the scope of the purchased Variant reasonably covers, SMSEagle shall inform the Customer and may offer the option to purchase a Top-up Session. Purchasing a Top-up Session is optional and at the Customer's sole discretion; a refusal to purchase it does not affect the Customer's entitlement within the scope of the purchased Variant.

9. FEES AND PAYMENT

- 9.1. The prices of the Standard and Advanced Variants and of the Top-up Session are published in the SMSEagle Store. The price of the Enterprise / Custom Variant is determined individually in the offer or statement of work.
- 9.2. Prices are exclusive of VAT and any other applicable taxes and public levies, which are added in accordance with applicable law.
- 9.3. Full prepayment is required in order to activate the purchased Variant and to confirm the first Session. The Standard and Advanced Variants are purchased through standard SMSEagle Store checkout and do not require a separate written agreement. The Enterprise / Custom Variant is invoiced as part of the Product order process or under the applicable offer.
- 9.4. A change in the prices published in the SMSEagle Store does not affect Variants already purchased.

10. RESCHEDULING, NO-SHOW AND CANCELLATION

- 10.1. A confirmed Session may be rescheduled once, subject to the availability of an SMSEagle specialist, provided that the new date still falls within the Usage Window and that the request to reschedule is submitted no later than 24 hours before the scheduled start of the Session.
- 10.2. A request to reschedule submitted later than the deadline set out in sec. 10.1, or a second request to reschedule the same Session, may be accepted by SMSEagle at its discretion; otherwise the Session is deemed consumed.
- 10.3. If the Customer is more than 15 minutes late for a Session or does not attend it, SMSEagle may close the Session and the Session is deemed consumed against the purchased Variant.
- 10.4. If SMSEagle is unable to deliver a confirmed Session for reasons attributable to SMSEagle, SMSEagle shall propose a new date, and the Usage Window shall be extended by the number of days of the resulting delay.
- 10.5. If the Customer purchased the Service from a reseller or an authorized partner, the rules for returns, cancellations and refunds are specified on the invoice or in other sales documentation provided by that reseller or authorized partner. To make a return or cancellation, the Customer should contact the reseller or authorized partner directly.

11. RIGHT OF WITHDRAWAL (CONSUMERS)

- 11.1. A Customer who is a consumer, or a natural person concluding a contract directly related to their business activity where the content of that contract shows that it is not of a professional nature for them, who purchased the Service directly from SMSEagle at a distance, has the right to withdraw from the contract within 14 days from the date of its conclusion, without giving any reason and without incurring any costs, subject to sec. 11.3 and 11.4.
- 11.2. In order to exercise the right of withdrawal, it is sufficient to send a statement to that effect to SMSEagle before the expiry of the deadline, in writing to the registered address of SMSEagle or by e-mail to support@smseagle.eu.
- 11.3. If the Customer requests that the performance of the Service begins before the expiry of the withdrawal period and expressly consents to this, and acknowledges that they will lose the right of withdrawal once the Service has been fully performed, the right of withdrawal expires upon full performance of the Service.
- 11.4. If the Customer withdraws from the contract after having requested that performance begin before the expiry of the withdrawal period, the Customer shall pay an amount proportional to the scope of the Service performed until the moment of withdrawal.
- 11.5. SMSEagle shall return the payments received no later than within 14 days from the receipt of the statement of withdrawal, using the same method of payment used by the Customer, unless the Customer has expressly agreed to another method of return.

12. TERMINATION

- 12.1. SMSEagle reserves the right to terminate the provision of the Service at any time for the following reasons:
 - a. failure to pay for the Service;
 - b. gross violation of the Terms;
 - c. sending offensive or prohibited content;

d. abuse of the fair use rules set out in sec. 13.

- 12.2. Subject to mandatory consumer protection laws, if SMSEagle terminates the contract for the reasons listed in sec. 12.1, the Customer shall not be entitled to a refund of any fees already paid or to an exemption from fees due to SMSEagle.
- 12.3. The Customer who purchased the Service directly from SMSEagle may terminate the contract before the first Session has been confirmed; in such case SMSEagle shall refund the fee paid. Sec. 11 applies respectively.

13. FAIR USE

- 13.1. The Service is subject to fair use rules, the purpose of which is to ensure equal and fair access to the resources of the SMSEagle team for all Customers and to prevent practices that could place an excessive burden on the team and reduce the quality of service for other customers.
- 13.2. The following, in particular, are considered an abuse of the fair use rules:
- out-of-scope requests – repeatedly requesting, during Sessions, work which is expressly excluded under sec. 5 or under Schedule No. 1;
 - aggressive communication – using profanity, threats or abusive language towards the SMSEagle team;
 - monopolisation of resources – conduct clearly intended to obtain, within the purchased Variant, a scope of work reserved for a higher Variant or for a separate paid engagement.
- 13.3. Abuses may result in a warning, in the limitation of the scope of the Service to the scope of the purchased Variant, or – in the event of persistent violation and after a prior warning – in termination in accordance with sec. 12.

14. LIABILITY

- 14.1. SMSEagle shall not be liable to the Customer for any indirect or consequential losses, including loss of profits of any kind and loss of customers, sales, margin, production or image, provided that the above exclusion does not apply to damage caused by SMSEagle wilfully (intentionally).
- 14.2. SMSEagle's liability in connection with any claim caused by, related to, or arising from the use of the Service, or the sum of such claims, shall never exceed the fee paid by the Customer for the Variant in respect of which the damage occurred, unless such limitation of liability is not permitted under applicable Polish law.
- 14.3. SMSEagle shall not be liable in particular for:
- loss of data or configuration, including loss resulting from configuration changes made by the Customer during a Session;
 - lost profits of the Customer;
 - indirect or consequential damages;
 - the actions of third parties, including cellular operators and providers of the Customer's other systems;
 - the consequences of configuration changes made in the Customer's production environment without prior backup or without the internal approvals referred to in sec. 7.1 lit. e.
- 14.4. All configuration steps are performed by the Customer under SMSEagle's guidance. The decision to apply a given configuration in the Customer's environment rests with the Customer.
- 14.5. The provisions of this section do not apply to Customers who are consumers.

15. LIABILITY TOWARDS CONSUMERS

- 15.1. SMSEagle is obliged to provide the Service in accordance with the Agreement, the Terms, and with due care.
- 15.2. In the event of non-compliance of the Service with the Agreement, the consumer shall be entitled to the rights specified in Chapter 5B of the Act of 30 May 2014 on consumer rights.
- 15.3. SMSEagle, in accordance with applicable regulations, is liable to consumers for physical or legal defects in the Service.
- 15.4. The provisions of this section apply only to Customers who are consumers and to natural persons concluding a contract directly related to their business activity, where the content of that contract shows that it is not of a professional nature for them.

16. CONFIDENTIALITY, DATA PROTECTION AND RECORDING

- 16.1. The parties undertake to keep confidential all information obtained in connection with the performance of the Service, including technical, commercial and personal data ("Protected Data").
- 16.2. The Customer acknowledges that, before a Session, it is required to make a backup copy of the Protected Data and of the Product configuration. SMSEagle shall not be liable for any loss of data resulting from configuration activities carried out during a Session.
- 16.3. SMSEagle requests only the data necessary to deliver the Service (in particular device logs). The Customer should mask or avoid sharing personal data where possible. Unless expressly requested by SMSEagle, the Customer shall not transfer any Protected Data to SMSEagle outside the channels indicated by SMSEagle.

- 16.4. If Protected Data is transferred to SMSEagle by a method other than a secure method agreed by the parties, or to an unspecified location, SMSEagle shall not be liable to the Customer for any damages related to such transmission.
- 16.5. SMSEagle shall not record any Session unless the Customer gives explicit prior consent. Consent may be withdrawn at any time, with effect for the future. If a Session is recorded, a copy of the recording shall be made available to the Customer, and the recording shall be deleted no later than 90 days after the end of the Usage Window, unless the Customer requests earlier deletion.
- 16.6. To the extent that the provision of the Service requires the processing of personal data on behalf of the Customer, such processing shall be governed by the data processing agreement set out in Schedule No. 2 to these Terms.
- 16.7. To the extent that SMSEagle processes personal data as controller, in particular the contact details of the Customer's representatives, such processing is governed by the Privacy Policy available at www.smseagle.eu. The Data Protection Officer may be contacted at odo@smseagle.eu.

17. THIRD-PARTY COMPONENTS

- 17.1. The proper functioning of the Product may require the use of third-party components, including databases, operating systems, mail servers and web servers. SMSEagle assists in the implementation of the Product with these components, but does not provide direct support for third-party components.
- 17.2. The Customer is responsible for configuring these components and ensuring that other applications operate in the desired configuration before the Session.
- 17.3. If a defect in third-party software causes the Product to perform less than optimally, SMSEagle will identify the third-party component so that the Customer can find a solution with the appropriate vendor.

18. FORCE MAJEURE

- 18.1. SMSEagle shall not be in breach of the Terms if its total or partial failure to perform or improper performance of its obligations under the Terms is caused by an event of force majeure. For the purposes of the Terms, "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, including in particular fire, hurricane or other disasters caused by forces of nature, orders of state or government authorities, war, riots, acts of terrorism, uprisings, embargoes, social unrest, pandemics, epidemics, states of epidemiological emergency, export or import bans, or general strikes.
- 18.2. If SMSEagle is unable to perform its obligations under the Terms, or if this is impeded, by reason 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, and the Usage Window shall be extended accordingly.

19. INTELLECTUAL PROPERTY

- 19.1. All materials made available to the Customer as part of the provision of the Service, including in particular documentation, guides, configuration notes, checklists, code fragments, auxiliary scripts, knowledge bases and Session recordings ("Materials"), remain the exclusive property of SMSEagle.
- 19.2. SMSEagle grants the Customer a non-exclusive and non-transferable licence to use the Materials for the purpose of operating and maintaining the Products owned by the Customer, for the lifetime of those Products.
- 19.3. In particular, the Customer is prohibited, without the prior written consent of SMSEagle, from:
 - a. sharing the Materials with third parties;
 - b. using the Materials with products or services of competing companies;
 - c. reselling or commercially reproducing the Materials made available.

20. COMPLAINTS

- 20.1. Complaints may be submitted in writing to the registered address of SMSEagle or in electronic form to support@smseagle.eu.
- 20.2. The complaint should include data enabling the identification of the Customer, the Product serial number, the subject of the complaint, and the Customer's request related to the complaint.
- 20.3. A response to the complaint will be provided within 14 days to the e-mail address provided at the time of conclusion of the Agreement. SMSEagle is also entitled to respond to the complaint by traditional mail.
- 20.4. A Customer who is a consumer has the right to use extrajudicial means of dealing with complaints and pursuing claims, including 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 at www.uokik.gov.pl.

21. FINAL PROVISIONS

- 21.1. The content of the Terms is continuously available at www.smseagle.eu.
- 21.2. The manner in which the Terms are made available allows them to be obtained, reproduced and recorded by saving them on a medium or printing them at any time.
- 21.3. Descriptive headings have been included solely for the purpose of facilitating the use of the Terms and do not affect their interpretation or content.
- 21.4. If any provision of the Terms 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 Terms (severability clause).
- 21.5. In matters not covered by the Terms, 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.
- 21.6. Any disputes arising from the Terms 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.
- 21.7. SMSEagle reserves the right to make changes to the Terms for important reasons, in particular due to changes in the law, changes in the model of providing the Service, changes in the manner of concluding agreements, or changes in the functionality of the Service. The currently valid version of the Terms will always be available at www.smseagle.eu. SMSEagle will notify the Customer of any planned changes at least 14 days before the planned date of their entry into force. The Customer is entitled to object to the changes, which will result in termination of the Agreement; a Variant purchased before the entry into force of the changes shall be performed under the previous wording of the Terms.
- 21.8. These Terms supersede the Terms of Service of SMSEagle On-Boarding Call, version 1.0. Variants and Sessions purchased before the effective date of these Terms shall be performed under the previous wording.

SCHEDULE NO. 1
SERVICE SCOPE BY VARIANT

1. PURPOSE AND INTERPRETATION

- 1.1. This Schedule defines the qualification criteria for each Variant, the baseline configuration works common to all Variants, the catalogue of functional modules, and the works excluded from each Variant.
- 1.2. Section 4 of the Terms describes what SMSEagle does within the Service in general. This Schedule determines how much of that scope is included in the price of a given Variant. In the event of any discrepancy in relation to the scope of an individual Variant, this Schedule shall prevail.
- 1.3. Terms defined in the Terms have the same meaning in this Schedule.

2. QUALIFICATION CRITERIA

- 2.1. Qualification to a Variant is assessed against three independent criteria set out in the table below. Exceeding any single criterion qualifies the Customer to the higher Variant.

Criterion	Standard	Advanced	Enterprise / Custom
A. Hardware	1 Product	2–4 Products, or one HA pair in a single location	5 or more Products, more than one HA pair, or HA across more than one location
B. Functional modules (catalogue in sec. 4)	1 point, light module only	up to 3 points	more than 3 points, a module outside the catalogue, or SMPP towards a carrier
C. Authentication and Customer requirements	local accounts, MFA for the administrator account	LDAP / Active Directory, MFA for end users, Customer-supplied SSL certificate	security questionnaire, penetration test report, Customer's own agreement / NDA / DPA outside SMSEagle standard, statement of work with acceptance criteria

- 2.2. The Enterprise / Custom Variant applies where at least one of the Enterprise criteria in the table above is met.

3. BASELINE CONFIGURATION (ALL VARIANTS)

- 3.1. The following works are included in every Variant. In the Advanced Variant they are performed for each Product covered by the purchase.
 - a. Initial device setup – first-run wizard, device network parameters (static IP or DHCP, DNS, gateway, hostname), NTP and time zone;
 - b. Accounts and access – change of the administrator password, creation of Administrator and User accounts, optional MFA for the administrator account;
 - c. Firmware – verification of the installed version and update to the current release;
 - d. SIM and modem – APN, SIM PIN, verification of network registration, verification of signal level;
 - e. Phonebook – contacts, groups, import of recipients from a CSV file;
 - f. Messaging from the Web-GUI – sending SMS, scheduling, templates, Inbox/Outbox/Sent Items, delivery reports, conversation view;
 - g. Verification – one outgoing and one incoming test SMS, confirmed end to end;
 - h. Handover – configuration notes, checklist and links to the relevant knowledge base articles.
- 3.2. Verification of network registration covers APN, SIM PIN and confirmation that the modem has registered with the network. Matters occurring behind a failed registration – in particular SIM activation on the operator's side, roaming and steering, band locking, lack of coverage and PDP/APN authentication – are carrier-side matters excluded under sec. 5.1 lit. f of the Terms.
- 3.3. The Standard Variant covers the baseline configuration and one light module. The Advanced Variant covers the baseline configuration for each Product and up to three points from the catalogue.

4. CATALOGUE OF FUNCTIONAL MODULES

- 4.1. Modules are valued in points, as they differ in the effort required.

Code	Module	Points	Available in
M2	Multimodem / modem failover (NXS-9750, MHD-8100): modem selection strategy (round-robin or master SIM), health check, Outbox takeover test	1 (light)	Standard, Advanced
M3	Email-to-SMS / SMS-to-Email: SMTP, IMAP/POP3 poller, OAuth2 for Microsoft 365, routing to contacts and groups	1 (light)	Standard, Advanced
M4	API v2: token, ACL per resource, one working call from the Customer's environment (curl/Postman). Customer application code is not covered	1 (light)	Standard, Advanced
M5	One integration plugin from the list published at smseagle.eu: configuration on the SMSEagle side plus one test alert. Configuration of the NMS/SCADA server itself is advisory only	1 (light)	Standard, Advanced
M7	MFA rollout: MFA for end users, recovery codes, policy	1 (light)	Advanced
M9	Automation: Workflow Builder, SMS Forward, Autoreply, Subscriptions, Periodic SMS, rule design	1 (light)	Standard, Advanced
M11	Alternative channels: MQTT, WhatsApp, Signal (Rev.4 and later), Voice / TTS add-on	1 (light)	Standard, Advanced
M12	Digital I/O and sensors: digital inputs and outputs, temperature and humidity thresholds	1 (light)	Standard, Advanced
M13	Reporting: filters, PDF/CSV export, recurring reports by e-mail	1 (light)	Standard, Advanced
M1	HA failover cluster: configuration of a pair of Products, failover test	2 (heavy)	Advanced
M6	LDAP / Active Directory: contact synchronisation, optionally LDAP authentication	2 (heavy)	Advanced
M8	SSL and certificates: installation of a certificate supplied by the Customer, including a private CA	2 (heavy)	Advanced
M10	Network Monitoring: ICMP/TCP/UDP/SNMP/Modbus TCP, alerts, SNMP trap	2 (heavy)	Advanced

- 4.2. Heavy modules are valued at two points because their delivery depends on the Customer's infrastructure – a second unit and addressing for HA, an entry in the domain controller, a certificate from an internal CA together with its trust chain, or the hosts and SNMP communities to be monitored.
- 4.3. A module not listed in the catalogue, and SMPP towards a carrier, qualify to the Enterprise / Custom Variant.

5. WORKS EXCLUDED FROM THE STANDARD VARIANT

- 5.1. The following works are not covered by the Standard Variant and require the Advanced Variant or, where applicable, the Enterprise / Custom Variant:
- more than one functional module;
 - HA / failover cluster configuration;
 - multimodem and modem failover strategies;
 - LDAP / Active Directory;
 - installation of an SSL certificate;
 - SMPP;
 - MFA for end users;
 - more than one Product.

6. WORKS EXCLUDED FROM ALL VARIANTS

- 6.1. The exclusions set out in sec. 5.1 of the Terms apply to every Variant, in particular Customer network configuration, configuration and administration of systems other than the Product, debugging of Customer-side code, custom development, data migration from another SMS platform, carrier-side matters, performance and load testing, security audits, penetration tests and security questionnaires.
- 6.2. Deployments comprising more than four Products, more than one HA pair, or HA across more than one location, are covered exclusively by the Enterprise / Custom Variant.

SCHEDULE NO. 2
DATA PROCESSING AGREEMENT

1. For the purpose of this Data Processing Agreement (the "DPA"), the Customer shall be deemed the controller ("Controller"), and SMSEagle shall be deemed the processor ("Processor").
2. To the extent that the provision of the Service requires the processing of personal data, the Controller hereby entrusts the Processor with the processing of personal data, and the Processor undertakes to process such data solely on behalf of and in accordance with the documented instructions of the Controller, including this DPA, the Agreement, the Terms, and instructions provided within the scope of the Service, unless otherwise required by applicable law.
3. The Processor shall immediately inform the Controller if, in its opinion, an instruction infringes the GDPR or other applicable data protection provisions. Where the Processor is required by applicable law to process personal data otherwise than as instructed by the Controller, the Processor shall inform the Controller of that legal requirement prior to processing, unless such law prohibits such information on important grounds of public interest.
4. The purpose of the processing is the provision of the Service by the Processor to the Controller, in particular for the purposes of initial configuration, diagnostics, troubleshooting, configuration support, system analysis and other activities strictly necessary to perform the Service as described in the Terms.
5. The duration of the processing shall correspond to the duration of the Usage Window and, where applicable, the period necessary to complete a given Session, unless applicable law requires longer retention. A Session recording made with the Customer's consent shall be deleted in accordance with sec. 16.5 of the Terms.
6. The processing concerns the following categories of data subjects: employees, contractors, collaborators or other representatives of the Controller, as well as end users whose data may be included in logs, phonebook entries, configurations, screen shares, recordings or other materials provided or shown by the Controller in connection with the Service.
7. The categories of personal data processed may include, in particular: identification data, contact data (including telephone numbers and e-mail addresses), system and device data (including logs), configuration data, and any other data provided by the Controller in connection with the provision of the Service.
8. The nature of the processing may include: access, collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, disclosure by transmission, restriction, erasure or destruction, solely to the extent necessary for the performance of the Service.
9. The Processor shall ensure that persons authorised to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
10. The Processor shall implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR, taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of processing, as well as the risk to the rights and freedoms of natural persons.
11. Taking into account the nature of the processing, the Processor shall assist the Controller, insofar as possible, by appropriate technical and organisational measures, in fulfilling the Controller's obligation to respond to requests for exercising data subject rights under the GDPR.
12. Taking into account the nature of the processing and the information available to the Processor, the Processor shall assist the Controller in ensuring compliance with obligations pursuant to Articles 32–36 of the GDPR.
13. In the event of a personal data breach, the Processor shall notify the Controller without undue delay, no later than 48 hours after becoming aware of the breach, via the contact details associated with the Controller's account or otherwise provided under the Agreement.
14. The Controller grants the Processor a general authorisation to engage sub-processors. A current list of sub-processors is set out in the Supplement to this DPA. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, thereby giving the Controller the opportunity to object to such changes within 14 days. An objection may result in termination of the Agreement in accordance with its terms.
15. Where the Processor engages a sub-processor, it shall impose on that sub-processor, by way of a contract or other legal act, the same data protection obligations as set out in this DPA.
16. Upon completion of the Service, the Processor shall, at the choice of the Controller, delete or return all personal data and delete existing copies, unless applicable law requires storage. In the absence of a specific instruction from the Controller, data shall be deleted within 3 years from the completion of the Service.
17. The Processor shall make available to the Controller all information necessary to demonstrate compliance with Article 28 of the GDPR and shall allow for and contribute to audits, including inspections, conducted by the Controller or an auditor mandated by the Controller, subject to prior agreement on scope, timing and confidentiality obligations.
18. Matters not regulated by this DPA shall be governed by the GDPR, applicable Polish law, and the Agreement, including the Terms.
19. This DPA shall enter into force upon the commencement of the Service and shall form an integral part of the Agreement.

Supplement to the Data Processing Agreement**List of Sub-processors**

No.	Name of the entity and address	Type of services provided	Transfer safeguards
1.	Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland	Microsoft Teams – remote communication platform used to deliver Sessions, including screen sharing and, subject to the Customer's consent, Session recording.	EU Standard Contractual Clauses and supplementary measures under the Microsoft Products and Services Data Protection Addendum; EU Data Boundary.
2.	Zendesk, Inc., 1019 Market Street, San Francisco, CA 94103, United States	Cloud-based customer support and ticketing platform used for handling and tracking Service requests, including processing of customer communications and attachments.	Zendesk Binding Corporate Rules (Processor) approved under GDPR; Standard Contractual Clauses for international transfers where applicable.
3.	HubSpot, Inc., 25 First Street, 2nd Floor, Cambridge, MA 02141, United States	Cloud-based CRM and customer communication platform used to manage customer inquiries, Service-related interactions and contact information.	Standard Contractual Clauses (EU SCCs) and supplementary measures as described in the HubSpot Data Processing Agreement.