

SUPPORT

Smart Spaces will provide Client the applicable support services specified in the Plan Level as set forth in the attached Order Form (the "Services"), subject to these Terms and Conditions (together with the Order Form, this "Agreement").

COMPONENTS

These Services will be provided for the software, hardware, and equipment ("Components") purchased through, or installed and/or configured by, Smart Spaces, [as listed in the Order Form]. Any additional components will be purchased under separate invoice and may be added to this Agreement by mutual agreement of the parties. Software is supplied subject to license and warranty of the relevant vendor or licensor and Client agrees to comply with that license.

COOPERATION

Smart Spaces' obligation to provide the Services is subject, to the extent necessary, to timely cooperation from Smart Spaces and Smart Spaces vendors whose products interact with the Service Provider Software to reproduce and diagnose the problem.

- providing information reasonably requested by Service Provider in order to aid in the technical support process, including back-up copies of programs, data, and storage media as may be required;
- directing co-vendors to work with Smart Spaces to resolve issues;
- facilitating reasonable virtual or physical access to components, systems, premises; and
- following reasonable instructions of Smart Spaces to assist in resolution of issues.

PAYMENT

Payment shall be due upon invoice and payable via automatic credit card collection.

PROVISION OF SERVICES

Service may be provided via telephone or internet where appropriate. Work will be performed during local working hours, and unless stated in the estimate, invoice or separate consulting agreement, not on weekends or on public holidays. Products will be repaired to the extent covered by manufacturer or licensor warranty. If covered hereunder, parts not critical to Component function (e.g.: hinges, doors, cosmetic features, frames) are not subject to the same service level timelines.

PRODUCT WARRANTIES

Unless otherwise stated, Components are protected under warranties, if any, of their respective manufacturers or licensors, to the extent covered not excluded due to passage of time or other reason. Smart Spaces will provide reasonable assistance in facilitating warranty repairs and replacement of Components; however it is not responsible for actual repair of Components.

COVERAGE

Unless otherwise specified in the Order Form or under a separate engagement, support and maintenance described in this Exhibit do not include services related to the following: relocation; training beyond basic orientation and reference to instructional materials; electrical or network issues; incompatibility of systems, network software, or components not approved by Smart Spaces; catastrophe (as exemplified by fire, flood, earthquake, other natural disasters and civil unrest); Client negligence; viruses; data or software transfer or recovery; and maintenance and error messages not directly related to the Components.

WARRANTY EXCLUSION

Any and all implied warranties by Smart Spaces are hereby excluded to the fullest permitted extent. In particular, Smart Spaces does not warranty against: damage caused by incorrect installation, use, modifications, or repair by any third party or Client; damage caused by any party (except Smart Spaces) or other external force; fitness for any particular purpose; infringement; Components specified or supplied by Client; any instruction given by you and correctly performed by Smart Spaces.

LIABILITY

Smart Spaces shall not be liable for any indirect, consequential, incidental, special or direct damages, arising out of, or in connection with the foregoing warranties or the performance of Services, including but not limited to loss of revenue or profit. In no event shall Smart Spaces be responsible for damages in excess of the amount due and payable, or otherwise outstanding, during the 12-month period prior to the date of any claim.

FORCE MAJEURE

Smart Spaces is not liable for delays in performance caused by circumstances beyond its reasonable control and will be entitled to a time extension for performance; examples include strikes, terrorist acts, war, supplier / transport / production problems, exchange fluctuations, governmental or regulatory action and natural disasters. If this lasts more than 2 months, this Agreement may be terminated by either party without compensation.

TERMINATION

Either party may terminate this Agreement if (1) upon 30 days' prior written notice to the other party, (2) if the other commits a material or persistent breach of this Agreement and fails to remedy this within 10 business days' written notice from the terminating party; or (3) the other party becomes insolvent or is unable to pay debts as they fall due.

JURISDICTION

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York without regard to conflict of law principles. Any claim or action brought by one of the parties in connection with this Agreement, or any estimate or invoice of Smart Spaces will be brought in the appropriate federal or state court located in the County of New York, and the parties irrevocably consent to the jurisdiction of such court.

MISCELLANEOUS

If any part of the Agreement is found to be invalid or unenforceable by a court, the rest is unaffected. Client may not assign or transfer any of its rights or obligations without permission of the Smart Spaces. All formal or legal notices must be in writing (by hand, confirmed email, or 1st class post deemed delivered 48 hours after posting). This Agreement supersedes all other agreements or documents between the parties regarding the subject matter hereof. Any variations to this Agreement must be confirmed by Smart Spaces in writing. Any other Terms and Conditions are excluded as between Client and Smart Spaces. Placing your order means acceptance of this Agreement.

Thank you for doing business with Smart Spaces.