

ISAAC® Foundation SwapCare™ Program Terms and Conditions (Integrated Hardware + Software Support & Subscription)

Provider: Smart Monkeys, Inc., a Florida corporation (“SMI,” “Provider,” “we,” “us,” “our”)

Covered Product: The specific ISAAC Foundation hardware unit(s) identified by serial number on the applicable invoice/order (“Covered Unit(s)”).

1) Purpose & Program Summary

1.1 Purpose. ISAAC Foundation SwapCare (“SwapCare” or the “Program”) is a five (5) year, prepaid service program that provides (i) extended hardware service coverage for eligible ISAAC Foundation units, including an optional expedited replacement mechanism (“Advance Swap”), and (ii) bundled Software Support and Subscription (SnS) for the ISAAC software components associated with the Covered Unit(s).

1.2 Not Insurance. SwapCare is a service program and is not an insurance policy. It does not cover all risks of loss and does not provide indemnity for consequential or third-party losses.

1.3 Program Components. SwapCare includes:

- **Hardware Coverage:** Extended hardware service coverage for Covered Defects via standard Return Material Authorization (“RMA”), and the option to request an Advance Swap (Advance RMA) subject to a one-time fee per approved swap claim and claim limits.
- **Software Support & Subscription (SnS):** Software updates/entitlements and technical support for ISAAC software components as described in Section 5.

1.4 Five-Year Prepaid. SwapCare is sold exclusively as a single, five (5) year prepaid product. All fees paid for SwapCare are non-cancelable and non-refundable, except as required by applicable law.

2) Definitions

For purposes of this Program:

- **“Advance Swap”** means shipment of a Replacement Unit to Customer in advance of receiving the Returned Unit, subject to eligibility, authorization, payment of the Swap Fee, and any security requirements.
- **“Covered Defect”** means a hardware failure or malfunction of the Covered Unit arising from defects in materials or workmanship under normal intended use, excluding Exclusions (Section 10).
- **“Coverage Start Date”** means the date on the original commercial invoice issued by SMI (or its authorized reseller) for the Covered Unit(s) and SwapCare (“Invoice Date”).
- **“Coverage Term”** means the five (5) year term beginning on the Coverage Start Date and ending at 11:59 PM local time on the day immediately preceding the fifth (5th) anniversary of the Coverage Start Date.
- **“Customer”** means the entity requesting service under the Program at the time of a service request. SwapCare is tied to the Covered Unit(s), not to a specific Customer, as described in Section 4.
- **“Order Form”** means the quote, sales order, invoice, or other ordering document referencing SwapCare and identifying the Covered Unit(s) (including serial number or unique identifier).
- **“Replacement Unit”** means a new, refurbished, or recertified unit of the same model or equivalent functional model, at SMI’s discretion.
- **“Returned Unit”** means the original unit being replaced and returned to SMI under an approved RMA.
- **“Software”** means the ISAAC software components associated with the Covered Unit(s) and covered by SnS (e.g., firmware, OS image where applicable, ISAAC services, and related software deliverables provided by SMI), as further described in Section 5.
- **“Swap Fee”** means the one-time prepaid fee per approved Advance Swap claim. The current Swap Fee is **USD \$890**. SMI may change the Swap Fee from time to time, including during the Coverage Term, and any such

updated Swap Fee will apply to Advance Swap claims approved after the effective date of the change.

3) Procurement, Eligibility & Enrollment

3.1 Procurement Requirement (Same Time as Hardware Purchase). SwapCare may only be purchased at the same time as the Covered Unit(s) and must appear on the same transaction documentation (Order Form/invoice) as the Covered Unit(s). SwapCare cannot be added after the fact.

3.2 Eligible Products. SwapCare is available only for ISAAC Foundation hardware units purchased from SMI or an SMI-authorized channel and specifically listed as Covered Unit(s) on the Order Form.

3.3 Geography. SwapCare service logistics (shipping speeds, carriers, repair locations, and availability) are offered only in countries/regions approved by SMI. Cross-border service may be restricted.

3.4 Verification. SMI may require proof of purchase and/or verification of serial numbers prior to providing service.

4) Coverage is Tied to the Product (Not the Customer)

4.1 Unit-Linked Coverage. SwapCare coverage is linked to the Covered Unit(s) (by serial number/unique identifier) and remains in effect for the Coverage Term regardless of changes to the Customer’s ownership, control, project assignment, or operating entity.

4.2 Transfer With Unit. If a Covered Unit is sold, assigned, transferred, or otherwise changes hands, SwapCare coverage follows the unit for the remainder of the Coverage Term, provided the unit’s serial number remains intact and verifiable.

4.3 Administrative Update (Recommended). To ensure correct routing of support and notices, the then-current Customer should notify SMI of any transfer and provide updated contact/shipping details. Failure to notify does not void coverage but may delay service.

4.4 Replacement Units Remain Covered. If SMI provides a Replacement Unit under SwapCare, the Replacement Unit becomes the Covered Unit for all purposes and inherits the remaining Coverage Term of the original Covered Unit. The returned/ replaced unit is no longer covered once exchanged.

5) Software Support & Subscription (SnS) — Included

5.1 SnS Included. SwapCare includes Software Support and Subscription (“SnS”) for the Coverage Term for the Software associated with the Covered Unit(s).

5.2 SnS Entitlements. During the Coverage Term, SnS includes:

- **Software Updates.** Access to updates, patches, bug fixes, and maintenance releases that SMI generally makes available to customers under an active subscription/support entitlement for the applicable Software.
- **Version Upgrades** (If Offered). Access to major version upgrades only if and to the extent such upgrades are included within SMI’s then-current SnS policy for ISAAC Foundation and the applicable Software line.
- **Technical Support.** Reasonable remote technical support for the Software, including troubleshooting of issues reasonably attributable to the Software.

5.3 Support Channels & Hours. Support request channels (portal/email/phone) and standard business hours will be those

published by SMI from time to time, unless the Order Form specifies a different support level.

5.4 What SnS Does Not Include. Unless expressly included in the Order Form or a separate services agreement, SnS does not include:

- onsite support, field service, or dispatch;
- custom development, scripting, bespoke integrations, or configuration work;
- third-party software licensing, OS licensing (where separate), or third-party support;
- network infrastructure troubleshooting beyond reasonable best-effort guidance;
- end-user training beyond publicly available documentation.

5.5 Software Delivery & Licensing. Software is provided and licensed under SMI's applicable license terms (EULA or subscription terms). In case of conflict, Section 16 (Order of Precedence) applies.

6) Covered Services — Hardware

6.1 Standard RMA for Covered Defects. If a Covered Unit experiences a Covered Defect during the Coverage Term, SMI will, at its option: (a) repair the unit; (b) replace the unit; or (c) provide a functionally equivalent remedy.

6.2 Repair/Replacement Standard. Parts and replacement units may be new, refurbished, or recertified and may contain functionally equivalent components.

6.3 No Coverage Reset. Repairs or replacements do not reset the Coverage Term; coverage remains limited to the original expiration date, except as required by applicable law.

7) Advance Swap Option (Advance RMA)

7.1 Advance Swap Eligibility. Customer may request an Advance Swap only: (a) for an issue reasonably believed to be a Covered Defect; (b) after completing SMI's troubleshooting steps; and (c) after SMI issues an Advance Swap authorization.

7.2 Swap Fee. Each approved Advance Swap requires payment of the one-time prepaid Swap Fee, plus applicable taxes. Swap Fee is due prior to shipment of the Replacement Unit unless SMI agrees otherwise in writing.

7.3 Security / Collateral. For Advance Swap requests, SMI may require a temporary credit card authorization hold, deposit, or other security to ensure timely return of the Returned Unit. If required, terms will be provided at the time of authorization.

7.4 Return Obligation. Customer must return the Returned Unit to SMI within [10] calendar days of delivery of the Replacement Unit (or such other timeframe stated in the RMA). Failure to return the Returned Unit on time constitutes a material breach and may trigger charges under Section 11.

7.5 Failure Confirmation. If SMI's evaluation finds no Covered Defect (e.g., unit passes testing) or an Exclusion applies, SMI may treat the event as a Non-Covered Claim (Section 12) and/or charge additional fees as permitted herein.

8) Claim Limits & Claim Period

8.1 Advance Swap Claim Limit. SwapCare includes one (1) Advance Swap claim per Covered Unit per rolling twelve (12) month period, measured from the Coverage Start Date and each anniversary thereafter ("Claim Period").

8.2 Rolling Claim Period Definition. The Claim Period is a revolving year starting on the Coverage Start Date (Invoice Date). For example, the first Claim Period runs from the Coverage Start Date through the day immediately preceding the first anniversary of the Coverage Start Date; the second Claim Period runs from the first anniversary through the day immediately preceding the second anniversary; and so on.

8.3 Standard RMA Not Counted. Standard RMA service for Covered Defects does not count against the Advance Swap claim limit.

8.4 Abuse Prevention. SMI may deny or condition repeated or suspicious claims consistent with these Terms and applicable law.

9) How to Request Service

9.1 Support Initiation. Customer must contact SMI Support and provide: (a) serial number/identifier; (b) proof of coverage (Order Form/invoice); (c) description of the issue; and (d) requested service type (Standard RMA or Advance Swap).

9.2 Troubleshooting. Customer agrees to perform reasonable diagnostic steps requested by SMI, including providing logs, photos, or remote session access where feasible.

9.3 RMA Authorization Required. No returns will be accepted without a valid RMA number issued by SMI.

10) Shipping, Delivery & Logistics

10.1 Shipping Method. SMI will select the carrier, service level, and packaging method unless otherwise agreed. Any stated shipping timelines are estimates, not guarantees.

10.2 Shipping Costs. SMI covers standard inbound and outbound shipping for Covered Defects using SMI's standard service levels, as determined solely by SMI. "Standard service levels" means the carrier selection, transit time, and logistics method determined by SMI in accordance with its then-current shipping and logistics policies, which may be updated from time to time in SMI's discretion. Customer is responsible solely for any requested expedited shipping, premium carrier options, special handling, customs acceleration, or other non-standard delivery services.

10.3 Risk of Loss in Transit. Risk of loss passes: (a) to Customer upon delivery of the Replacement Unit to Customer's carrier-confirmed address; and (b) to SMI upon carrier acceptance of the Returned Unit if Customer uses SMI's shipping label; otherwise risk remains with Customer until received by SMI.

10.4 Customs & Import/Export. Customer is responsible for compliance with local import/export rules and any duties, taxes, or brokerage fees unless otherwise stated on the Order Form.

11) Non-Return, Late Return, and Excess Charges

11.1 Non-Return Charge. If Customer fails to return the Returned Unit within the required timeframe, SMI may charge Customer: (a) the then-current list price of the Replacement Unit (or reasonable replacement cost), plus shipping, handling, and taxes; and/or (b) convert any authorization hold into a charge.

11.2 Condition Requirements. Returned Units must be returned in materially the same condition as at the time the Advance Swap was authorized (reasonable wear excepted). Units returned with excluded damage may trigger additional charges.

12) Exclusions (Not Covered)

SwapCare does not cover, and SMI has no obligation for, issues arising from:

12.1 Misuse / Abuse / Neglect. Accident, abuse, improper handling, negligence, vandalism, or unauthorized modification.

12.2 Environmental / Power Conditions. Exposure to liquids (unless specifically covered by your warranty policy), moisture, corrosive environments, extreme temperatures, dust/particulate conditions outside specification, power surges beyond specification, improper grounding, or unsuitable site conditions.

12.3 Unauthorized Service. Service, repair, modification, or parts not authorized by SMI.

12.4 Third-Party Systems & Networks. Failures caused by, or attributable to, third-party systems (switches, firewalls, storage, displays, control systems), cabling, network configuration, or ISP/service provider issues.

12.5 Software Outside Scope. Third-party software, customer-developed code, unsupported configurations, or use of the Software outside published requirements.

12.6 Data Loss. Data/configuration loss, corruption, or restoration, except for reasonable best-effort guidance.

12.7 Cosmetic / Wear. Normal wear and tear or cosmetic damage not affecting functionality.

12.8 Serial Number Alteration. Removed/altered serial number, tampered identifiers, or inability to verify unit identity.



12.9 **Force Majeure.** Events beyond SMI's reasonable control (Section 20).

12.10 **Non-Covered Accessories.** Cables, racks, third-party peripherals, or accessories not explicitly identified as Covered Unit components on the Order Form.

13) Non-Covered Claims & Fees

13.1 **No Fault Found / Excluded Condition.** If evaluation shows no Covered Defect or an Exclusion applies, SMI may: (a) return the same unit at Customer's expense and/or (b) charge diagnostic, handling, and shipping fees at SMI's then-current rates.

13.2 **Conversion to Billable Repair / Services.** Upon Customer approval, SMI may perform out-of-scope repairs or services under a separate quotation or statement of work.

14) Customer Responsibilities

Customer must:

14.1 Maintain proper installation, ventilation, rack integration, and power conditioning per SMI specifications.

14.2 Maintain backups of configurations and any data. SMI is not responsible for data loss.

14.3 Cooperate with troubleshooting and provide access/logs as reasonably required.

14.4 Use only SMI-authorized parts/accessories and follow published handling guidelines.

14.5 Return Returned Units promptly and in appropriate packaging.

15) Replacement Unit Terms

15.1 **Replacement Unit Condition.** Any Replacement Unit provided under SwapCare may, at SMI's discretion, be new, refurbished, reconditioned, or recertified, provided that such Replacement Unit is fully functional and materially equivalent in form, fit, and function to the Covered Unit it replaces.

15.2 **Equivalent Model.** SMI may substitute an equivalent model if the exact model is unavailable.

15.3 **Configuration.** Replacement Units may ship with baseline firmware/software; Customer is responsible for re-configuration unless covered under a separate scope.

15.4 **Ownership.** Replacement Units become the property of the then-current Customer

16) Fees, Taxes, and Payment

16.1 **Program Fee (Prepaid; Non-Refundable).** The SwapCare five-year program fee is stated on the Order Form, is due per the Order Form's payment terms, and is non-refundable.

16.2 **Swap Fee.** The Swap Fee is payable per approved Advance Swap claim and is non-refundable once the Replacement Unit ships.

16.3 **Taxes.** Customer is responsible for applicable taxes, duties, or similar governmental charges.

17) Termination; Suspension

17.1 **Suspension/Termination for Cause.** SMI may suspend or terminate SwapCare coverage for: non-payment; fraud or abuse; repeated failure to return units; or material breach of these Terms.

17.2 **Effect.** Upon suspension/termination, Customer loses eligibility for Advance Swap and bundled SnS benefits, but obligations related to prior swaps (returns/charges) survive.

18) Relationship to Other Agreements; Order of Precedence

18.1 **Relationship to Limited Warranty.** SwapCare extends and/or enhances service remedies for Covered Defects. All definitions and limitations in the ISAAC Foundation Limited Warranty remain applicable unless explicitly modified herein.

18.2 **Relationship to Software License Terms.** Software use remains subject to SMI's applicable software license/subscription terms.

18.3 **Order of Precedence.** If there is a conflict, the following order controls: 1) Order Form (if it expressly overrides), 2) these SwapCare Terms, 3) ISAAC Foundation Limited Warranty, 4) Software license/subscription terms, 5) Master Services Agreement / Terms of Sale (if any).

19) Disclaimer of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMI IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR DOWNTIME COSTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20) Limitation of Liability

20.1 **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SMI'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO SWAPCARE SHALL NOT EXCEED THE AMOUNTS PAID FOR SWAPCARE FOR THE AFFECTED COVERED UNIT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT

20.2 **Exceptions.** The limitations above do not apply to: (i) gross negligence or willful misconduct, or (ii) infringement indemnity obligations, if any, under a separate agreement.

21) Force Majeure

SMI is not responsible for delays or failure to perform due to causes beyond its reasonable control, including carrier delays, supply constraints, labor disputes, acts of God, war, terrorism, civil unrest, government actions, pandemics, or power/network outages.

22) Compliance; Export Controls

Customer agrees to comply with applicable laws, including export control and sanctions regulations, and represents that it will not use the Covered Unit(s) in prohibited jurisdictions or for prohibited end uses.

23) Confidentiality

Any non-public technical, pricing, or operational information exchanged under SwapCare is confidential and subject to the confidentiality provisions of the parties' governing agreement (or, if none, reasonable confidentiality obligations).

24) Data Protection

If SMI receives personal data incidentally in the course of support, it will be handled in accordance with SMI's privacy policy and applicable law. Customer is responsible for ensuring it has rights and permissions to share any logs or data provided.

25) Assignment

SwapCare coverage follows the Covered Unit(s) as described in Section 4. Customer may not assign any separate contractual rights under SwapCare except as part of a lawful transfer of the Covered Unit(s).

26) Dispute Resolution; Governing Law; Venue

26.1 **Governing Law.** These Terms are governed by the laws of the State of Florida, excluding conflict of laws rules.

26.2 **Venue.** Exclusive venue for disputes shall be [Miami-Dade County, Florida] state courts or the federal courts located in Florida, unless the parties agree to arbitration in writing.

27) Notices

Notices must be in writing and delivered by email plus one additional method (certified mail or courier) to the addresses specified on the Order Form (or as later updated by notice).

28) Entire Agreement; Amendments

These Terms, together with the Order Form and any referenced governing agreement, constitute the entire agreement regarding SwapCare and supersede prior discussions. Amendments must be in writing and signed by both parties.

