Mobility Services Platform 3 or 4 Software Support
Part Numbers: SWS-MSP-STA, SWS-MSP-PRV, SWS-MSP-CTL

To complement its innovative Mobility Services Platform (MSP), we offer one (1)- service agreements for licensed MSP product families versions 3.0 and beyond that provide full access to technical support resources and entitle customers to download software releases — helping to ensure MSP operates at optimal efficiency with the most updated software.

Our Responsibilities

- **Telephone and E-Mail Support.** We will provide telephone and e-mail support 24 hours a day, 7 days a week, 365 days a year* to help customers:
  - Answer questions related to the operational use of the software.
  - Identify and verify the causes of suspected errors.
  - Provide workarounds, when available, for verified errors.

- **Note:** local language support is provided during standard business hours Monday–Friday 8 a.m. to 5 p.m. (customer's local time) in North America and Latin America (NALA), Monday–Friday 8 a.m. to 7 p.m. (CET) in Europe, the Middle East and Africa (EMEA), and Monday–Friday 8 a.m. to 8 p.m. (Australian EST) in Asia Pacific (APAC). After-hours support is provided through our support center in English only. In addition, e-mail support is provided Monday–Friday 8 a.m. to 7 p.m. (CET) in EMEA and Monday–Friday 8 a.m. to 8 p.m. (Australian EST) in APAC.

- **Escalation.** When necessary, we will use established escalation procedures to enlist higher levels of expertise — including Zebra and third-party engineering development teams.

- **Escalation Response Time.** We will provide callback response during standard business hours for escalated issues within one (1) business hour in APAC, two (2) business hours in NALA and four (4) business hours in EMEA.

- **Problem Isolation, Analysis and Resolution.** A representative will:
  - Assess the nature of the problem.
  - Assist with/perform problem determination.
  - Work to achieve problem resolution.

- **Web Support.** We will provide access to its customer support website, [www.symbol.com/support](http://www.symbol.com/support), on which we may occasionally publish information relating to current errors and workarounds. This site may also provide information about future Software Releases (as herein defined) and related products, as well as access to software documentation, specifications, technical literature and more. We reserve the right to modify or discontinue all or part of its customer support website at any time.

- **Software Error Corrections.** We will use reasonable commercial efforts to correct reproducible errors and to provide problem analysis and resolution, including corrective support to resolve identifiable and reproducible software problems. We will also help to identify problems that are difficult to reproduce.

- **Software Releases.** Upon approved request, customer is granted the right to use and copy available Software Releases under the terms and conditions specified in Sections 12 and 13 of Customer Responsibilities below. We will update any associated documentation, if necessary, within a reasonable time after a Software Release is published. Software Releases are defined as:

  - **Maintenance Releases** defined as the collection of cumulative error corrections, which may include enhancements to the existing functionality or performance of the software, and/or
Patches ("bug fixes") defined as software changes released to correct verified software errors in the current version.

**NOTE:** new Software Releases, such as major version updates or other Software Releases that provide significant new functionalities or performance ("Major Releases"), are not included.

Support for Software Releases. We will support a previous release of the software for a period of at least 12 months from the first production ship date of a Major Release or from the discontinuation date, as applicable. We may, in its sole discretion, provide support for older or discontinued software versions; special support pricing may apply.

Customer Responsibilities

- **Covered Products.** Customer must purchase support in accordance with the number of MSP licenses purchased. Customer must have one (1) unit of MSP Software Support for each MSP license to maintain compliance with the terms of this service. Covered products are defined as any product, licensed with MSP 3.0 or higher server or client, for which this agreement has been purchased. Demo versions and licenses are not covered products.

- **Initiating Support.** Customer must supply its MSP serial number or service agreement number when initiating any support request. The serial number is provided on the software CD.

- **Contacts.** Customer must appoint up to five (5) primary contacts within its organization whom are trained and knowledgeable of the operation of the complete MSP solution to serve as liaisons between the customer and us. These individuals will be the only contact with our support team.

- **Access to Telephone and E-Mail Support.** Customer is responsible for furnishing, at its expense, all hardware, software and services necessary to access our customer support website. Customer must be able to send e-mail to us and contact us by telephone. In addition, customer must pay any telephone fees or other charges incurred in the use of such systems or in contacting us.

- **Remote Access.** If required for complete diagnosis or remedy, customer must allow for remote system access. Failure to provide remote access could affect resolution time. If remote access is not allowed, diagnosis will be based on available information.

- **Reasonable Access to Personnel.** Customer must provide us with reasonable access to all necessary personnel to answer questions regarding errors and other reported problems.

- **Error Reporting.** Customer must document and promptly report all detected errors to us with enough detail to permit us to reproduce the error. Customer must also assist us with recreating and diagnosing each error.

- **Registration.** Customer must register with Support Central (www.symbol.com/support) and obtain login access prior to requesting software downloads from us. Requests to download Software Releases are completed by submitting the "Request Download" form on Support Central.

- **Installation of Software Releases.** Customer must promptly implement all Software Releases downloaded from our customer support website, or otherwise provided by us.

- **Supervision of Software.** Customer must supervise, control and manage the use of the software. Customer must also implement procedures for protecting its personal information and backup facilities from unauthorized access in the event of errors.

- **Systems Upgrade.** To provide Software Releases and workarounds, We may require customer to upgrade hardware and/or software systems, at its own expense, to our currently supported versions of system components.

- **Compliance with Terms of Agreement.** Customer agrees to use, copy or download only those Software Releases for which it has received explicit approval from us to obtain from our customer support website. This entitlement is granted only for the specific serial numbers of the products.
covered by this agreement, and does not include rights to provide copies, transfer or otherwise
distribute any release of the software to any other product or any third party. If customer is found
in noncompliance with this condition, we reserve the right to invoice for any support charges
necessary to obtain compliance, discontinue support or take other action as it deems appropriate.
We reserve the right to audit customer records using an independent third-party auditor to verify
compliance.

- **Compliance with License Terms.** Customer is responsible for complying with the terms of all
  relevant End User License Agreements pertaining to the software. We reserve the right to suspend its
  provisioning of support or take further action if the customer is found in violation of such license
  agreements.

**Limitations and Restrictions**

- Customer is only entitled to Software Releases within the originally licensed software product
  family.
- Service is not provided under this agreement for any:
  a. Hardware*.
  b. Third-party software, including server operating system.

* **NOTE:** this limitation includes the MSP appliance server that may have been covered under a
pre-MSP service agreement.
- When the major version of software is discontinued, we will identify the End of Engineering
  Support date. After this date, software maintenance, including escalation to us or third-party
  engineering development teams (as defined in Our Responsibilities Section 2), software error
  corrections (as defined in Our Responsibilities Section 6), and Software Releases (as defined in
  Our Responsibilities Section 7) will no longer be available. Technical support will continue to be
  available until our published End of Service Life date for the major version of software.
- The server hardware and associated operating system on which the MSP software runs must be
  independently purchased at the customer’s expense and must conform to, and be fully compliant
  with, published MSP software requirements. We reserve the right to deny some or all of the provisions
  of these services if the MSP product version is installed on a server platform that is incompatible
  with requirements published by us.
- We are not responsible for troubleshooting problems with the server hardware and associated
  operating system on which the MSP software runs. If we determine an issue is related to the
  customer’s server hardware and software, the customer will be directed to pursue corrective
  action through its independent support arrangements for these products.
- We are not obligated to provide support for any product:
  c. That has been repaired, tampered with, altered or modified — except by Zebra’s authorized
     service personnel (including the unauthorized installation of any software).
  d. That has been subjected to unusual physical or electrical stress, abuse or accident, or forces
     or exposure beyond normal use within the specified operational and environmental
     parameters set forth in the applicable product specification.
  e. If there are insufficient device licenses in place to cover all authorized devices managed by
     MSP.
  f. If customer fails to comply with the obligations contained in the product purchase agreement
     and/or the applicable software license agreement and/or Zebra’s terms and conditions of
     service.
- Customer may not elect to receive support services for less than all products managed by MSP.
  To the extent customer asks us to perform any of the services described for fewer than all
managed devices, customer will pay for those services on a time and materials basis at our then-prevailing rates.

Availability

Mobility Services Platform Software Support is available worldwide. To check availability in a particular country or for further details, please contact an Enterprise Mobility Services representative by visiting: www.motorola.com/enterprisemobility/contactus