

Section 1

SmartConnect Application Service Statement of Work

1.1 Overview

SmartConnect ties a configured device to an enabled LMR network through a supported broadband network (Wi-Fi or certified LTE carrier) and cloud hosted gateway. To take advantage of the SmartConnect application service, the Customer must have a SmartConnect-capable ASTRO 25 7.17 or higher LMR network. Some tiers of the radios must also have Wi-Fi capability enabled and configured in the device. The work to upgrade and configure the infrastructure, as well as license and configure Wi-Fi to enable the SmartConnect functionality, is outside the scope of this offer and document.

Outside of pre-announced maintenance periods, Motorola will provide SmartConnect on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only.

1.2 Motorola Solutions Responsibilities

- For subscriptions that include a Motorola managed data plan, provide an LTE SIM on the certified network per covered device (APX NEXT and APX N70 devices only).
- For subscriptions that include a Motorola managed data plan, activate and maintain the LTE SIM account (APX NEXT and APX N70 devices only).
- Provide authorized administrator access to provision devices in the cloud gateway via a third-party identity management system.
- Maintain, update, and monitor the SmartConnect cloud platform.
- Provide technical support, security control, and service improvements related to SmartConnect. Customer data may be accessed by Motorola employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide device access to the SmartConnect cloud-hosted gateway via the supported broadband network.
- Display SmartConnect subscription status per device (including start and end dates) on MyView Portal.

- Provide device software updates for SmartConnect per Device Management Services (“DMS”) Software Maintenance.

1.3 Customer Responsibilities

- For subscriptions that do not include a Motorola managed data plan, procure and manage an LTE data service.
- Upgrade the LMR system to a supported ASTRO 25 release and enable SmartConnect.
- Order, enable, and configure Wi-Fi capabilities on supported devices if applicable.
- Order and maintain the SmartConnect subscription for each device intended for use with the service.
- Maintain the device in good working order on a supported firmware release.
- Work with Motorola to initially provision device information in the cloud gateway.
- Ensure the device is powered up and in a supported broadband network coverage area while using SmartConnect.
- Notify Motorola at least 30 days prior to canceling any SmartConnect subscription.

1.4 Limitations and Exclusions

- SmartConnect does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- The SmartConnect offer does not include the cost of the radio's Wi-Fi licenses, enablement, or configuration.
- Infrastructure configuration changes including software, security, and anti-virus patches associated with SmartConnect, and network connectivity to the cloud gateway are not covered by the SmartConnect application service.
- Technical support of the SmartConnect application service is limited to connecting the device to the SmartConnect cloud-hosted servers and verifying the status of the cloud-hosted gateway. It does not include programming help, or troubleshooting the LMR or broadband networks. Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.
- Motorola will not provide LTE support for devices using LTE service from a non-certified wireless carrier.

1.5 Technical Support and Priority Levels

For cloud-based elements, the following priority level definitions and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect that gives rise to: <ul style="list-style-type: none"> Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. Functional failures affecting more than 50% of devices. 	1 Hour 24/7
High P2	
Product or Software defect that gives rise to: <ul style="list-style-type: none"> Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. Functional failures affecting more than 15% of devices. 	4 Hours 24/7
Medium P3	
Product or Software defects that give rise to: <ul style="list-style-type: none"> Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues. Functional failures affecting LESS than 15% of devices. 	24 Hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> Documentation questions. General informational questions. Other Investigations not marked as a higher priority level. 	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	

For all other issues, Motorola Solutions will respond to calls within two hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.