

## Section 1

# SmartMessaging Application Service Statement of Work

SmartMessaging enables seamless and discrete communication for field users through a messaging application on the APX NEXT and APX N70 radios. Enhanced messaging capabilities include:

- **Messaging over Broadband** – Send messages between radios using the radio's Broadband connection, offloading traffic from mission critical LMR network.
- **Receive BOLO Images, Videos, Locations, and Audio** – Receive message attachments and forward to others.
- **Group Messaging** – Send text messages to a group of contacts, chosen by the admin or the user.
- **Enhanced Search** – Search messages by name, content, and over a certain period of time.

Outside of pre-announced maintenance periods, Motorola will provide SmartMessaging 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.

## 1.1 Motorola Solutions Responsibilities

- For subscriptions that include a Motorola managed data plan, provide an LTE SIM on the certified network per covered device.
- For subscriptions that include a Motorola managed data plan, activate and maintain the LTE SIM account.
- Provide authorized administrator access to provision users and devices in the cloud platform via a third-party identity management system.
- Maintain, update, and monitor the SmartMessaging cloud platform.
- Provide technical support, security control, and service improvements related to SmartMessaging. Customer data may be accessed by Motorola employees residing outside of the Customer's country for the sole purpose of providing such support.
- Send and receive messages from an authorized user on the device through the cloud platform via the certified LTE network or Wi-Fi (if Wi-Fi is enabled on the device) and a third-party identity management system.

- Display SmartMessaging subscription status per device (including start and end dates) on MyView Portal.
- Provide device software updates for SmartMessaging per Device Management Services (“DMS”) Software Maintenance.

## 1.2 Customer Responsibilities

- For subscriptions that do not include a Motorola managed data plan, procure and manage an LTE data service.
- Order and maintain the SmartMessaging subscription for each device.
- Maintain the device in good working order on a supported firmware release.
- Use a supported web browser to access the cloud administrative interface.
- Perform ongoing provisioning of users and devices for SmartMessaging in the cloud platform.
- Ensure the device is powered up and in a certified LTE or Wi-Fi network coverage area while using SmartMessaging.
- Notify Motorola at least 30 days prior to canceling any SmartMessaging subscription.

## 1.3 Limitations and Exclusions

- SmartMessaging does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- SmartMessaging does not include the cost of device Wi-Fi licenses, enablement, or configuration.
- SmartMessaging does not include the cost of purchasing or enabling messaging integration with dispatch consoles.
- SmartMessaging does not include the cost of purchasing or enabling Broadband and LMR messaging interoperability.
- Technical support of the SmartMapping application service is limited to connecting the device to the cloud messaging platform and verifying the status of the cloud platform. It does not include programming help or troubleshooting the LTE or Wi-Fi 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.

## 1.1 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
<b>Critical P1</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Greater than 25% loss of functionality attributed to cloud resources, excluding local device and connectivity issues.</li> <li>Functional failures affecting more than 50% of devices.</li> </ul>	1 hour 24/7
<b>High P2</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Greater than 5% loss of functionality attributed to cloud resources, excluding local device and connectivity issues.</li> <li>Functional failures affecting more than 15% of devices.</li> </ul>	4 hours 24/7
<b>Medium P3</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Between 1-5% loss of functionality attributed to cloud resources, excluding local device and connectivity issues.</li> <li>Functional failures affecting LESS than 15% of devices.</li> </ul>	24 hours 8 x 5 business hours
<b>Low P4</b>	
Items include: <ul style="list-style-type: none"> <li>Documentation questions.</li> <li>General informational questions.</li> <li>Other Investigations not marked as a higher priority level.</li> </ul>	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 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 representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.