**Section 1**

# SmartProgramming Application Service Statement of Work

SmartProgramming ties a device to the cloud-hosted RadioCentral database through the supported LTE network. After a provisioning, programming, or update job has been scheduled using RadioCentral client, the LTE network will be leveraged for the following series of communications between the device and the RadioCentral server:

- On power down, devices will poll the RadioCentral server for any pending jobs.

- The device will download and store any new firmware and/or configurations from the RadioCentral server.

- The device will notify the RadioCentral server that the download is complete, and give the device user the option to install the updates.

- The device will report back to the RadioCentral server when the update is complete. In the event of a failure, the device will report the failure and cause back to the server.

Outside of pre-announced maintenance periods, Motorola Solutions will provide SmartProgramming on a best effort 24/7 basis. LTE 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

- Provide an LTE SIM on the supported network per covered device.

- Activate and maintain the LTE SIM account.

- Provide technical support related to SmartProgramming.

- Provide device access to the RadioCentral cloud-hosted server via the supported LTE network.

- Display SmartProgramming subscription status per device (including start and end dates) on MyView Portal.

- Provide device software updates for SmartProgramming per Device Management Services ("DMS") Software Maintenance.

## 1.2 Customer Responsibilities

- Order and maintain the SmartProgramming subscription for each device.
- Order and maintain at least a minimum-tiered DMS Essential subscription for each device.
- Maintain the device in good working order on a supported firmware release.
- Install a supported version of the RadioCentral programming client.
- Ensure the device is powered up and in a supported LTE network coverage area for the duration of all SmartProgramming jobs.
- Notify Motorola Solutions at least 30 days prior to cancelling any SmartProgramming subscription.

## 1.3 Limitations and Exclusions

- SmartProgramming does not include initial device fleetmap template creation or consultation required to assemble a fleetmap strategy.
- Technical support of the SmartProgramming application service is limited to connecting the device to the RadioCentral cloud-hosted servers. It does not include programming help, assistance with the RadioCentral client software, or troubleshooting the LMR or LTE networks. Best effort support will be offered on a case-by-case basis to determine the status of the LTE network.

## 1.4 Technical Support

SmartProgramming Technical Support 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, the Customer 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.