Mobility Services Platform 3 Software Support

To complement its innovative Mobility Services Platform (MSP), we offer one (1)- and three (3)-year 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 MSP3 operates at optimal efficiency with the most updated software.

Zebra Responsibilities

1. 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* in North America and Latin America (NALA) to help customers:
   a. Answer questions related to the operational use of the software.
   b. Identify and verify the causes of suspected errors.
   c. Provide workarounds, when available, for verified errors.

* Note: local language support is provided Monday–Friday 8 a.m. to 5 p.m. (customer’s local time) in 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 the Enterprise Mobility support center in English only. In addition, e-mail support is only provided Monday–Friday 8 a.m. to 7 p.m. (CET) in EMEA.

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

3. 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.

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

5. Web Support. We will provide access to its customer support Web site, http://portal.zebra.com, on which we may occasionally publish information relating to current errors and workarounds. This site may also provide information about future software releases and our 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 Web site at any time.

6. Error Corrections. We will use all 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.

7. Entitled Software Releases. Upon approved request, customer is granted the right to use and copy entitled software releases, under the terms and conditions specified in Section 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:
   a. 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
   b. 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 Releawses that provide significant new functionalities or performance („Major Releases“), are not included.

8. 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 versions or releases of the software; special support pricing may be applicable.

Customer Responsibilities

1. Covered Products. Customer must purchase support in accordance with the number of MSP licenses purchased. Customer must have one (1) unit of Software Support for MSP 3 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.

2. Initiating Support. Customer must supply the MSP serial number located on the software CD when initiating any support request.

3. Contacts. Customer must appoint up to five (5) primary contacts within its organization who 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.

4. 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 Web site. 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.

5. 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.

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

7. 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.

8. Registration. Customer must register with Support Central, http://portal.zebra.com, and obtain login access prior to requesting entitled software downloads from us. Requests to download such software releases are completed by submitting the „Request Download“ on Support Central.

9. Installation of Releases. Customer must promptly implement all software releases downloaded from our customer support Web site, or otherwise provided by us.

10. 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.

11. 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.
12. 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 Web site. This entitlement is granted only to the specific quantity and serial numbers of the software covered by this agreement, and does not include rights to provide copies, transfer or otherwise distribute any release of the software to any other party. Customer acknowledges that any other practices in handling software releases are in violation of these terms and the terms of the End-User License Agreement (EULA) applicable to the entitled software, and we reserve the right to invoice customer for any support charges necessary to correct the noncompliance condition, discontinue support, or take other action as it deems appropriate, if customer is found in violation thereof. We reserve the right to audit customer records using an independent third-party auditor to verify compliance.

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

Limitations and Restrictions

1. Software releases are available only within the originally licensed software product family.
2. Service is not provided under this agreement for any:
   a. Third-party software, including server operating system.
   b. Hardware*.
   * NOTE: this limitation includes the MSP appliance server that may have been covered under a pre-MSP3 service agreement.
3. 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.
4. We are not responsible for troubleshooting problems with the server hardware and associated operating system on which the MSP software runs. If it is determined that a problem’s root cause is related to the customer’s server hardware and software, customer will be directed to pursue corrective action through its independent support arrangements for these products.
5. We are not obligated to provide support services for any product:
   a. That has been repaired, tampered with, altered or modified – except by our authorized service personnel (including the unauthorized installation of any software).
   b. 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.
   c. If there are insufficient device licenses in place to cover all authorized devices managed by MSP.
   d. If customer fails to comply with the obligations contained in the purchase agreement and/or the software license agreement and/or the attached Terms and Conditions.
6. 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 3 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.zebra.com/us/en/about-zebra/contact-us/contact-zebra.html.