SSL Mobile VPN Software Support

Part Number: SWS-

 To complement Zebra's SSL Mobile VPN (formerly known as AirBEAM Safe), this one (1)-year software support agreement provides full access to technical support resources and entitles customers to download software releases — including major releases — and supporting documentation.

Our Responsibilities

- Telephone and E-Mail Support. We will provide telephone and e-mail support 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) excluding Zebra-observed holidays. A representative will:
 - 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 the above-defined telephone and e-mail support coverage
 After-hours support is provided through our Enterprise Mobility support center in English only.
- **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 four (4) business hours.
- 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, <u>www.symbol.com/support</u>,

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 SSL Mobile VPN software version releases ("Major Releases"), are 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, at our sole discretion, provide support for older or discontinued software versions; special support pricing may apply.

Customer Responsibilities

- Product Version. Customer must purchase the corresponding SSL Mobile VPN Software Support agreement for the version of SSL Mobile VPN purchased or in use. SSL Mobile VPN Software Support includes separate components for the SSL Mobile VPN server and end-user clients. Both components of support must be purchased to receive the entitlements described in this document.
- Initiating Support. Customer must supply its SSL Mobile VPN server serial number or SSL Mobile VPN Software Support agreement number when initiating any support request.
- Contacts. Customer must appoint up to three (3) primary contacts within its organization who
 are trained and knowledgeable of the operation of the complete SSL Mobile VPN solution to
 serve as liaisons between the customer and us. These individuals will be the only contact with
 our support team.
- **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.
- 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.
- **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 (<u>www.symbol.com/support</u>) 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

- Service is not provided under this agreement for any:
 - a. Hardware.
 - b. Third-party software other than SSL Mobile VPN.
- If we determine an issue is related to the customer's hardware on which the SSL Mobile VPN software is deployed, and the hardware is not covered by warranty or by a Zebra Enterprise Mobility Services hardware agreement, we will be under no obligation to continue support efforts until the customer has resolved all hardware-related issues or problems.
- 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 Zebra 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.
- We are not obligated to provide support for any product:
 - a. That has been repaired, tampered with, altered or modified except by Zebra's 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 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.

Availability

SSL Mobile VPN 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: <u>www.motorola.com/enterprisemobility/contactus</u>