

MOTOROLA SOLUTIONS PDT LICENSE AGREEMENT

摩托罗拉系统公司专用数字移动服务许可协议范本

Professional Digital Trunking (PDT) Essential Properties Cross License Agreement

专业数字集群设备（PDT）要素产权交叉许可协议

Instructions and Checklist

说明和清单

In order to obtain a license to develop and manufacture PDT-compliant equipment, please:

如欲获得开发和生产兼容 PDT 的设备的许可，请：

1. Print one copy of the PDT Essential Properties Cross License Agreement.
打印一份 PDT 要素产权交叉许可协议。
2. Insert your company name and contact information on the first page and under section 7.10.2.
将贵公司的名称和联系方式填写在第一页及第 7.10.2 条。
3. Have an authorized representative of your company sign the agreement on the last page.
由贵公司的授权代表在该协议的最后一页签字。
4. Next, scan the entire completed and signed license and save the file as a PDF document. Then, e-mail the PDF document to Motorola Solutions at licensing@motorolasolutions.com.
然后，扫描经签字的完整许可协议，并将扫描文件保存为 PDF 文档。然后，将该 PDF 文档发送至摩托罗拉系统公司的邮箱：
licensing@motorolasolutions.com。

Once received, Motorola Solutions will review the agreement and, if completed properly, will countersign and e-mail a copy to the Primary Contact and E-mail Address provided on the first page of the PDT Essential Properties Cross License Agreement.

一经收到，摩托罗拉系统公司将审核协议，如无漏误，将签署并按该《PDT 要素产权交叉许可协议》第一页所载电子邮箱地址，以电子邮件形式发送一份副本给主要联系人。

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Your PDT License Agreement will not be effective until you receive a fully executed copy from Motorola Solutions and comply with the terms of the agreement.

您所持有的专用数字移动服务许可协议自您收到摩托罗拉系统公司正式签署的完整协议之日起生效，且您必须遵守该协议条款的规定。

If you have questions, please contact the Motorola Solutions Licensing Department at licensing@motorolasolutions.com.

如有任何疑问，请联系摩托罗拉系统公司许可授权部，邮箱地址为：
licensing@motorolasolutions.com.

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PROFESSIONAL DIGITAL TRUNKING (PDT)
ESSENTIAL PROPERTIES CROSS LICENSE AGREEMENT

专业数字集群设备 (PDT)
要素产权交叉许可协议

THIS AGREEMENT is made by and between Motorola Solutions, Inc., a Delaware corporation having an office at 500 West Monroe Street, Chicago, Illinois 60661 U.S.A., (hereinafter called "MOTOROLA"),

本协议由 Motorola Solutions, Inc., 一家在特拉华州注册成立, 办公地址位于美国伊利诺伊州芝加哥 West Monroe 大街 500 号的公司, 邮编 60661 (以下简称“摩托罗拉”)

and
和

Company Name: _____
公司名称: _____

Company Address: _____
公司地址: _____

City: _____ State/Province: _____
城市: _____ 州/省: _____

Postal Code: _____ Country: _____
邮编: _____ 国家: _____

Primary Contact: _____
主要联系人: _____

Telephone Number: _____

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电话号码: _____

Fax Number: _____

传真号码: _____

E-mail Address: _____

邮箱地址: _____

(Hereinafter "COMPANY"). This Agreement is effective upon the EFFECTIVE DATE (as defined below).

(以下简称“公司”) 签订。本协议自(下文所述之) 生效日期开始生效。

Whereas, MOTOROLA owns and has or may have intellectual property rights relating to STANDARDS (as hereinafter defined) in the TERRITORIES (as hereinafter defined) under which COMPANY desires to acquire licenses as hereinafter provided; and
鉴于, 摩托罗拉在(下文所述之) 区域拥有且具备或可能具备与(下文所述之) 标准有关的知识产权, 公司意欲按照下文规定获得该知识产权的许可; 并且

Whereas, COMPANY owns and has or may have intellectual property rights relating to STANDARDS in the TERRITORIES under which MOTOROLA desires to acquire licenses as hereinafter provided; and
鉴于, 公司在区域拥有且具备或可能具备与标准有关的知识产权, 摩托罗拉意欲按照下文规定, 获得该知识产权的许可; 并且

Whereas, COMPANY and MOTOROLA are engaged in continuing research, development and engineering in regard to LICENSED PRODUCTS (as hereinafter defined) and have programs for the patenting of inventions resulting there-from, and
鉴于, 公司与摩托罗拉在持续从事关于(下文所述之) 许可产品的研究、开发和工程设计, 并且开展了就由此取得的发明申请专利的计划; 并且

Whereas, COMPANY acknowledges and confirms that it is a signatory to the PDT Memorandum Of Understanding (MOU), and

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鉴于，公司承认并确认其已签署 PDT 备忘录（“备忘录”）；并且

Whereas, MOTOROLA and COMPANY are willing to exchange certain licenses and give mutual assertions as provided herein,

鉴于，摩托罗拉与公司愿意按照本协议规定交换某些许可并维护彼此的权利，

Now, therefore, the parties agree as follows:

为此，现双方同意如下：

Section 1 - DEFINITIONS

第 1 条 - 定义

The capitalized terms used herein shall have the definition assigned to them in this Section 1 and shall include the singular as well as the plural.

第 1 条定义了本协议中大写词语的含义，并且单数形式的词语的含义也包括其双数形式，反之亦然。

1.1 AFFILIATE of a party means any legal entity, more than fifty percent (50%) of whose outstanding shares or securities representing the right to vote for the election of directors or other managing authority are, or more than fifty percent (50%) of whose equity interest is, now or hereafter, owned or controlled, directly or indirectly by that party (but only so long as such ownership or control or equity interest exists).

1.1 一方的**关联公司**系指，被该方拥有有选举董事或其他管理机构投票权的已发行股票的百分之五十（50%）以上股票的法人实体，或者不论现在或将来，直接或间接，被该方拥有或控制百分之五十（50%）以上股权的法人实体（仅当该等所有权、控制权或股权实际存在）。

1.2 STANDARDS means those technical specifications for PDT, “Police digital trunking communication system – general specifications”, “Police digital trunking communication system – Technical specifications for physical

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- layer and data link layer of air interface”, “Police digital trunking communication system – Technical specifications for call control layer of air interface” all with a publication date of Feb 4, 2013 and “ Police digital trunking communication system - Security technical specifications” (made available to Motorola Solutions in a version with a watermark “For Motorola” on each page), including future updates of these specifications formally approved in advance by MOTOROLA, but not including derivatives that significantly depart therefrom or that incorporate other standards not incorporated on the EFFECTIVE DATE.
- 1.2 **标准**系指，适用于 PDT 规范或标准，即“警用数字集群(PDT)通信系统 总体技术规范、警用数字集群(PDT)通信系统 空中接口物理层及数据链路层技术规范、警用数字集群(PDT)通信系统 空中接口呼叫控制层技术规范、警用数字集群(PDT)通信系统 安全技术规范”，包括这些技术规范的未来更新的、并征得**摩托罗拉**事先同意的版本，但与之严重背离的衍生版本或者融合了其他在**生效日期**之时尚未融合的标准版本除外。
- 1.3 **PROPERTIES** means patents, licensable patent applications (including, but not limited to divisions, continuations, continuations-in-part, reissues, renewals, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, and certificates of invention) and like statutory rights (other than design patents, registerable industrial designs and like rights involving trade identity) now or hereafter during the term of this Agreement owned, controlled, or sub-licensable by LICENSOR or its AFFILIATES. In the event **PROPERTY** includes **PROPERTY** sub-licensable from an unaffiliated third party licensor, such property shall be included within the terms of this Agreement only to the extent LICENSOR has a right to grant such sublicense and only to the extent LICENSEE agrees to pay any incremental compensation and to comply with other terms properly due to such unaffiliated third party licensor (except for payments to employees of LICENSOR or its AFFILIATES) in connection with any sublicense elected to be and so exercised by LICENSEE hereunder. In no event shall **PROPERTY** include innovations related to materials, semiconductor structures, and semiconductor manufacturing processes.

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- 1.3 **产权**系指，许可方或其关联公司现在或将来在本协议有效期内拥有、控制或可授予分许可的专利权、可授予许可的专利申请（包括但不限于，这些权利的部分、延续、部分延续、重新发放、续期和延期，任何主张这些权利项下的产权的对应权利，实用新型，引进/确认专利和发明证书）和类似的法定权利（但不包括设计专利、可注册的工业设计和涉及商品名称的类似权利）。如果**产权**包含可从非关联第三方许可方获得分许可的**产权**，那么，在与**被许可方**按照本协议的规定选择行使且行使了的任何分许可有关的情况下，仅在**许可方**有权授予该等分许可，并且仅在**被许可方**同意向该等非关联第三方许可方支付任何应付的增加的报酬且适当地遵守其他条款（但不包括向许可方或其关联公司的雇员支付款项）的限度内，该等**产权**应当被纳入本协议条款。不论在任何情况下，**产权**都不应包含与物料、半导体结构和半导体生产工艺等有关的发明。
- 1.4 **ESSENTIAL PROPERTIES** means those claims or other divisible portions of **PROPERTIES** to the limited extent that infringement of such **PROPERTIES** cannot reasonably be avoided in remaining compliant with the **STANDARDS** for technological reasons.
- 1.4 **要素产权**系指，在出于技术原因为保持遵循**标准**而无法合理避免侵犯该等**产权**的有限限度内，**产权**的有关主张或其他可分部分。
- 1.5 **EQUIPMENT** means any or all and individually means no element lesser than those major network elements (for example, the subscriber terminal and controller therefore; base station transceiver, base station; base station controller; and test equipment related thereto), the functions of which are substantially standardized in the **STANDARDS**. **EQUIPMENT** shall not include sub-elements, subsystems and components below the level of mobile radio terminal equipment for separate sale except for spare parts, repair parts, and expansion of **EQUIPMENT** previously fielded by **LICENSEE**.
- 1.5 **设备**系指，任何或所有设备，并且单独**设备**系指级别不次于主要网元的单元（譬如，用户终端及其控制器；基站收发器、基站；基站控制器；以及与这些设备有关的试验设备），**标准**基本上规范了设备的功能。**设备**不应包

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括供单独销售的子网元、子系统和移动无线通信终端设备以下级别的元件，但单独部件、维修部件和**被许可方**先前部署的**设备**扩展除外。

1.6 TERRITORIES shall mean the Peoples Republic of China (PRC) only, excluding Hong Kong, Taiwan, and Macau.

1.6 **区域**系指，中华人民共和国（PRC），不包括香港特别行政区、台湾和澳门特别行政区。

1.7 LICENSOR shall mean either party (as appropriate) where, in the context, that party is granting a licence to the other party.

1.7 **许可方**系指，向另一方授予许可的任何一方（视情况而定），取决于上下文。

1.8 LICENSEE shall mean either party (as appropriate) where, in the context, that party is receiving a licence from the other party.

1.8 **被许可方**系指，从另一方获得许可的任何一方（视情况而定），取决于上下文。

1.9 LICENSED PRODUCTS means:

1.9 **许可产品**系指：

(a) TERMINALS or INFRASTRUCTURE EQUIPMENT COMPLIANT TO THE STANDARDS specifically marked with:

带有如下具体标记的**终端或基础设施设备**：

- i. an external, visible, unique PDT compliant product designation, which may include a logo approved by the PDT Alliance, or product designation which is distinct from any other product designation used by the LICENSEE for other two-way radio communication products; and

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- i. 外部可见的、唯一的、符合 PDT 标准的产品名称，其可以是被 PDT 联盟批准的标识，也可以是区别于被许可方其他任何双向集群设备的产品名称的名称；和
 - ii. Includes written documentation that identifies the EQUIPMENT as a PDT compliant product for sale and use within TERRITORIES.
 - ii. 包括书面文件以辨认此**设备**是符合 PDT 标准可在**区域**内销售和使用。
- 1.10 TERMINAL shall mean EQUIPMENT that functions, in accordance with the STANDARDS, as a network termination having radiotelephone capabilities, including but not limited to fixed, mobile, transportable, vehicular, portable, handheld, or radio-card and related accessories as bundled.
- 1.10 **终端**系指，依照**标准**的规定，起到网络终端的作用，具备无线电话功能的**设备**，包括但不限于，固定式、移动式、可携带式、车载式、便携式、手持式或无线通信卡式网络终端以及捆绑的有关配件。
- 1.11 INFRASTRUCTURE EQUIPMENT shall mean EQUIPMENT that functions, in accordance with the STANDARDS, as a network connectivity device including, but not limited to, a base station transceiver, base station, base station controller, repeater, or test equipment related thereto.
- 1.11 **基础设施设备**系指，依照**标准**的规定，起到网络连接设备的作用的**设备**，包括但不限于，基站收发器、基站、基站控制器、中继器或与这些设备有关的试验设备。
- 1.12 EFFECTIVE DATE shall mean the date of the Motorola Solutions authorized signature.
- 1.12 **生效日期**系指，摩托罗拉系统公司授权代表签署之日。

Section 2 - RELEASES

第 2 条 - 豁免

- 2.1 In exchange for the grants in this Agreement, MOTOROLA and its Affiliates hereby release, acquit and forever discharge COMPANY (and those Affiliates affiliated with COMPANY prior to the EFFECTIVE DATE) and their respective distributors, dealers, customers and users from any and all claims or liability for infringement or alleged infringement of any ESSENTIAL PROPERTIES, under which a license or a right is herein granted, by the selling or delivering of EQUIPMENT, by COMPANY and its AFFILIATES, in the TERRITORIES prior to the EFFECTIVE DATE.
- 2.1 作为本协议中授予的权利的交换，**摩托罗拉**及其关联公司特此豁免、开释并且永远地免除**公司**（以及在**生效日期**之前已与**公司**存在关联关系的关联公司）及其各自的分销商、代理商、客户和用户，就**公司**或其关联公司于**生效日期**之前在**区域内**销售或交付设备，构成侵犯或被指控侵犯任何在本协议中授予了其许可或权利的**要素产权**，承担任何及所有赔偿或责任。
- 2.2 In exchange for the grants in this Agreement, COMPANY and its Affiliates hereby release, acquit and forever discharge MOTOROLA (and those Affiliates affiliated with MOTOROLA prior to the effective date of this Agreement) and their respective distributors, dealers, customers and users from any and all claims or liability for infringement or alleged infringement of any ESSENTIAL PROPERTIES, under which a license or a right is herein granted, by the selling or delivering of EQUIPMENT, by MOTOROLA and its AFFILIATES, in the TERRITORIES prior to the EFFECTIVE DATE.
- 2.2 作为本协议中授予的权利的交换，**公司**及其**关联公司**特此豁免、开释并且永远地免除**摩托罗拉**（以及在本协议**生效日期**之前已与**摩托罗拉**存在关联关系的关联公司）及其各自的分销商、代理商、客户和用户，就**摩托罗拉**或其**关联公司**于**生效日期**之前在**区域内**销售或交付设备，构成侵犯或被指控侵犯任何在本协议中授予了其许可或权利的**要素产权**，承担任何及所有赔偿或责任。

Section 3 – GRANTS

第 3 条 - 授权

- 3.1 For the term of this Agreement, MOTOROLA and its AFFILIATES, as LICENSOR, grant to COMPANY and AFFILIATES of COMPANY, as LICENSEE, a non-exclusive, indivisible, non-transferable, royalty-free license in the TERRITORIES, without the right to sublicense (except as set out below), under ESSENTIAL PROPERTIES of LICENSOR:
- 3.1 在本协议有效期内，作为许可方的**摩托罗拉及其关联公司**，授予作为**被许可方**的公司及其关联公司，在**区域**内有效的许可方的**要素产权**的非独家、不可分、不可转让、不可分许可的、**免费的许可**（下述权利除外）：
- 3.1.1 to make, have made, use, lease, sell or otherwise field LICENSED PRODUCTS; and
- 3.1.1 生产、委托他方代为生产、使用、租赁、销售或以其他方式部署许可产品；和
- 3.1.2 with respect to LICENSED PRODUCTS so made, to use, lease, sell, or otherwise field such LICENSED PRODUCTS under any trade identity except that of LICENSOR or its AFFILIATES, provided that, if such LICENSED PRODUCTS are fielded under the trade identity of a third party and such third party (a) asserts a PROPERTY against LICENSOR that is essential to any radio communication standard or (b) refuses to grant to LICENSOR a license under any PROPERTIES essential to any radio communications standard on fair, reasonable, and non-discriminatory terms and conditions, then LICENSOR, by written notice, may terminate this license with respect to LICENSED PRODUCTS traded under such trade identity. Further, if such LICENSED PRODUCTS are fielded under the trade identity of a third party licensed by LICENSOR under LICENSOR's ESSENTIAL PROPERTIES to make product meeting

the STANDARDS, LICENSOR shall have the right to elect whether LICENSEE or such third party is to report the sale, if any; and

3.1.2 就按照本协议的规定生产的**许可产品**而言，以除**许可方**或其**关联公司**的商品名称之外的任何商品名称，使用、租赁、销售或以其他方式部署该等**许可产品**，但如果该等**许可产品**是以某第三方的商品名称部署的，并且该第三方（1）向**许可方**声称其就任何无线通信标准拥有**要素产权**，或者（2）拒绝按照公允、合理、非歧视性的条款和条件向**许可方**授予对任何无线通信标准的**要素产权**的许可，那么，**许可方**可以书面通知终止对以该商品名称销售的**许可产品**的许可。此外，如果该等**许可产品**是以某第三方的商品名称部署，且该第三方为生产符合标准的产品而从**许可方**获得了**要素产权**的许可，则**许可方**将有权选择由**被许可方**或该第三方来报告销售数据（如果有）；和

3.1.3 to make, have made, import and use machines, tools, materials and other instrumentalities to the extent necessary to the development, manufacture, testing and repair of LICENSED PRODUCTS; and

3.1.3 在开发、生产、试验和维修**许可产品**所必要的限度内，生产、请其他方代为生产、进口和使用机器、工具、物料及其他手段；和

3.1.4 to make and have made parts, components, and subassemblies utilized in LICENSEE's LICENSED PRODUCTS. Further, such parts, components, and subassemblies acquired from a single or interrelated third party supplier shall not constitute more than 30% of the cost basis of any individual piece of LICENSED PRODUCTS.

3.1.4 生产、委托他方代为生产**被许可方**的**许可产品**中使用的部件、元件和组件。此外，从一个单独的或多个相互关联的第三方供应商购得的该等部件、元件和组件，在任何一件**许可产品**的成本基础中所占比例不应超过 30%。

3.2 For the term of this Agreement, COMPANY and its AFFILIATES, as LICENSOR, grant to MOTOROLA and AFFILIATES of MOTOROLA, as

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- LICENSEE, a non-exclusive, indivisible, non-transferable, royalty-free license in the TERRITORIES, without the right to sublicense (except as set out below), under ESSENTIAL PROPERTIES of LICENSOR:
- 3.2 在本协议有效期内，作为许可方的公司及其关联公司，在区域内就其要素产权给予作为被许可方的摩托罗拉及其关联公司非独占的、不可分的、不可转让的、不可分许可的、免费的许可（下述权利除外）：
- 3.2.1 to make, have made, use, lease, sell or otherwise field EQUIPMENT; and
3.2.1 生产、委托他方代为生产、使用、租赁、销售或以其他方式部署设备；和
- 3.2.2 with respect to EQUIPMENT so made, to use, lease, sell, or otherwise field such EQUIPMENT under any trade identity except that of LICENSOR or its AFFILIATES, provided that, if such EQUIPMENT are fielded under the trade identity of a third party and such third party (a) asserts a PROPERTY against LICENSOR that is essential to any radio communication standard or (b) refuses to grant to LICENSOR a license under any PROPERTIES essential to any radio communications standard on fair, reasonable, and non-discriminatory terms and conditions, then LICENSOR, by written notice, may terminate this license with respect to EQUIPMENT traded under such trade identity. Further, if such EQUIPMENT are fielded under the trade identity of a third party licensed by LICENSOR under LICENSOR's ESSENTIAL PROPERTIES to make product meeting the STANDARDS, LICENSOR shall have the right to elect whether LICENSEE or such third party is to report the sale, if any; and
- 3.2.2 就按照本协议的规定生产的设备而言，以除许可方或其关联公司的商品名称之外的任何商品名称，使用、租赁、销售或以其他方式部署该等设备，但如果该等设备是以某第三方的商品名称部署的，并且该第三方（1）向许可方声称其就任何无线通信标准拥有要素产权，或者（2）拒绝按照公允、合理、非歧视性的条款和条件向许可方授予对任何无线通信标准必的要素产权的许可，那么，许可方可以书

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面通知终止对以该商品名称销售的**设备**的许可。此外，如果该等**设备**是以某第三方的商品名称部署，且该第三方为生产符合标准的产品而从许可方获得了**要素产权**的许可，则许可方将有权选择由被许可方或该第三方来报告销售数据（如果有）；和

3.2.3 to make, have made, import and use machines, tools, materials and other instrumentalities to the extent necessary to the development, manufacture, testing and repair of EQUIPMENT; and

3. 2. 3 在开发、生产、试验和维修**设备**所必要的限度内，生产、委托他方代为生产、进口和使用机器、工具、物料及其他手段；和

3.2.4 to make and have made parts, components, and subassemblies utilized in LICENSEE's EQUIPMENT. Further, such parts, components, and subassemblies acquired from a single or interrelated third party supplier shall not constitute more than 30% of the cost basis of any individual piece of EQUIPMENT.

3. 2. 4 生产、委托他方代为生产**被许可方的设备**中使用的部件、元件和组件。此外，从一个单独的或多个相互关联的第三方供应商购得的该等部件、元件和组件，在任何一件**设备**的成本基础中所占比例不应超过 30%。

3.3 Unless otherwise provided herein, the licenses granted herein under ESSENTIAL PROPERTIES are for as much as LICENSOR has the right to grant within the scope of licenses granted to LICENSEE without payments of royalties or other consideration to third persons (except for payments to employees of LICENSOR or its AFFILIATES for an invention made by such employees) and are for as much as LICENSOR has the right to grant within the scope of licenses granted to LICENSEE with respect to ESSENTIAL PROPERTIES sub-licensable from a third party and requiring the payment of royalty or other consideration to such third party if LICENSEE elects to and does so pay any such incremental royalty or other consideration.

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- 3.3 除非本协议中另作规定，本协议中授予的**要素产权**的许可，仅限于**许可方**有权在所授予的许可的范围内，向**被许可方**授予许可，而不必向第三人支付任何许可费或其他对价的情况（但为许可方或其关联公司的雇员作出的发明，而向该等雇员支付的款项除外），并且仅限于**许可方**有权在所授予的许可的范围内，就其从第三方获得的**可分许可的要素产权**，向**被许可方**授予许可，并且要求如果**被许可方**选择要支付并且确实支付了任何增加的许可费或其他对价，则向该等第三方支付该等许可费或其他对价的情况。

Section 4 - TERM, TERMINATION AND ASSIGNABILITY

第4条 - 协议有效期、终止和转让

- 4.1 The term of this Agreement shall be from the EFFECTIVE DATE until the cessation of the manufacture of EQUIPMENT hereunder by both parties and their respective AFFILIATES unless earlier terminated as elsewhere provided in this Agreement.
- 4.1 本协议有效期应当自**生效日期**开始，至双方及其各自的**关联公司**按照本协议的规定停止生产**设备**时停止，除非按照本协议的其他规定，提前终止。
- 4.2 The licenses granted herein shall continue through the entire unexpired term of the appropriate ESSENTIAL PROPERTIES licensed herein unless otherwise terminated as provided herein.
- 4.2 本协议中授予的许可，应当在本协议中授予许可的相应**要素产权**的整个有效期内继续保持效力，除非按照本协议的规定，另行终止。
- 4.3 In the event of any material breach of this Agreement by either party hereto, if such breach is not corrected within forty-five (45) days after written notice to the breaching party describing such breach, this Agreement may be terminated forthwith by further written notice to that effect from the party noticing the breach. In the event of termination of this Agreement by one party pursuant to this Section 4.3, the licenses and rights granted to or for the benefit of that one party hereto and its AFFILIATES under ESSENTIAL PROPERTIES of

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- MOTOROLA or ESSENTIAL PROPERTIES of COMPANY, depending upon which party is doing the terminating, shall survive such termination and shall extend for the full term of this Agreement, but the licenses and rights granted to or for the benefit of the breaching party shall terminate as of the date such termination takes effect.
- 4.3 倘若本协议的任何一方当事人严重违反了本协议的规定，如果该等违约未能在向违约方发出描述该等违约的书面通知后四十五（45）天内得到补救，那么，发出相关违约通知的一方遂可进一步发出关于终止本协议的书面通知以终止本协议。倘若一方当事人依照第 4.3 条的规定终止了本协议，那么，授予该方当事人或为了该方当事人的利益而授予其**关联公司的摩托罗拉的要素产权或公司的要素产权**的许可和权利，取决于是哪一方要求终止协议，应当在本协议以该等方式终止后继续保持有效，并且应当延续至本协议的整个有效期间，但授予违约方或为了该违约方的利益而授予的许可和权利，则应于该等协议终止之日终止。
- 4.4 Any sale or use of PDT compliant and designated EQUIPMENT outside the TERRITORIES, ***unless and until otherwise licensed through a separate agreement***, will be considered a breach of this Agreement, resulting in immediate termination of this Agreement.
- 4.4 除非各方另行达成协议，任何在**区域**外销售或使用符合 PDT 标准及附有标识的设备将被认为违反本协议，并导致立即终止本协议。
- 4.5 The rights or privileges provided for in this Agreement may be assigned or transferred by either party only with the prior written consent of the other party and with the authorization or approval of any governmental authority as then may be required. Specifically in the event that a party subsequently comes under the ownership or control of another entity active in a material way in the field of land-mobile radio communications, all licenses granted herein shall thereafter be exercisable only in manufacturing facilities where and to like degree previously exercised by that party and shall not extend to the operations of such owning or controlling entity without the express written consent of the other party.
- 4.5 仅当经对方事先书面同意，并经任何可能要求的政府当局授权或批准的情况下，任何一方方可转让或让与本协议中规定的权利或特权。特别是，倘若实质上从事地面无线移动通信领域的另一个实体后来获得了一方的所有权或控

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制权，那么，此后，未经对方事先书面同意，仅应当在生产设施中行使本协议中授予的所有许可，并且仅可在该方先行使该等许可的类似程度内，不得延伸至该等拥有其所有权或控制权的实体的经营活动中。

Section 5 - WARRANTIES

第 5 条 - 保证

- 5.1 License grants by LICENSOR are warranted by LICENSOR to include grants by all AFFILIATES of LICENSOR under all ESSENTIAL PROPERTIES of such AFFILIATES as and when an entity becomes an AFFILIATE. Any license grants under ESSENTIAL PROPERTIES of an AFFILIATE shall be for the lives of the ESSENTIAL PROPERTIES regardless of whether or not such entity remains an AFFILIATE.
- 5.1 许可方保证，许可方授予的许可包括了当某个实体成为其关联公司时，许可方的所有关联公司授予该等关联公司的所有要素产权的许可。在任何情况下授予某个关联公司的要素产权的许可，均应在该要素产权的有效期内保持有效，而不论该等实体是否仍然是其关联公司。
- 5.2 Each party warrants that it has the requisite authority to convey the rights granted herein. Each party warrants that up to the effective date of this Agreement no commitments which would restrict its right to grant the licenses and rights contemplated herein exist or shall be entertained for the duration of this Agreement.
- 5.2 各方均保证，其具备转让本协议中授予的权利所必需的权限。各方均保证，截至本协议生效日期，未作出任何会限制其授予本协议中预期的许可和权利的权利的承诺，亦不会在本协议有效期内考虑这样做。
- 5.3 LICENSEE warrants that any AFFILIATE of LICENSEE, licensed hereunder, shall undertake all obligations contained herein as if such AFFILIATE were directly named as a party to this Agreement.

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- 5.3 被许可方保证，在本协议项下获得许可的被许可方的任何关联公司，应当承担本协议中包含的所有义务，如同该等关联公司被直接指定为本协议的当事人一样。

Section 6 - Publicity

第6条 - 公开性

- 6.1 Nothing in this Agreement shall be construed as conferring upon either party the right to include in advertising, packaging or other commercial activity any reference to the other party, its trademarks, trade names, service marks, or other trade identity in a manner likely to cause confusion.
- 6.1 本协议的任何内容均不应被解释为授予任何一方在广告、包装或其他商业活动中以任何有可能造成混淆的方式，提及对方、其商标、商号、服务标志或其他商业标识。

Section 7 - MISCELLANEOUS PROVISIONS

第7条 - 其他规定

- 7.1 Nothing contained in this Agreement shall be construed as:
- 7.1 本协议的任何内容均不应被解释为：
- 7.1.1 Restricting the right of either party or any of its AFFILIATES to make, use, sell, lease or otherwise dispose of any particular product or products not herein licensed;
- 7.1.1 限制任何一方或其任何关联公司生产、使用、销售、租赁或以其他方式处置本协议中未授予其许可的任何一件或多件特定产品的权利；
- 7.1.2 conferring any license or other right, by implication, estoppel or otherwise, under any patent application, patent or patent right, except as herein expressly granted under the ESSENTIAL PROPERTIES;

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- 7.1.2 以禁反言或其他方式，明示或默示地授予任何专利申请、专利或专利权的任何许可或其他权利，但本协议中明确授予的**要素产权**的许可除外；
- 7.1.3 conferring any license or right with respect to any trademark, trade or brand name, a corporate name of either party or any of their respective **AFFILIATES**, or any other name or mark, or contraction, abbreviation or simulation thereof;
- 7.1.3 就任何一方或其各自的任何**关联公司**的任何商标、商号或品牌名称、企业名称，或者任何其他名称或标志，或者这些名称或标志的缩略形式、缩写或模仿，授予任何许可或权利；
- 7.1.4 Imposing on either party any obligation to institute any suit or action for infringement of any **ESSENTIAL PROPERTIES**, or to defend any suit or action brought by a third party which challenges or concerns the validity of any **ESSENTIAL PROPERTIES** licensed under this Agreement;
- 7.1.4 强迫任何一方承担任何义务，就任何**要素产权**受到侵犯，提起任何法律诉讼或采取任何法律行动，或者在第三方提起的质疑或涉及本协议项下授予许可的任何**要素产权**的有效性的任何法律诉讼或采取任何法律行动中予以抗辩；
- 7.1.5 a warranty or representation by either party that any manufacture, use, sale, lease or other disposition of **EQUIPMENT** will be free from infringement of any patent other than the **ESSENTIAL PROPERTIES** licensed herein;
- 7.1.5 任何一方保证或声明，以任何方式生产、使用、销售、租赁或以其他方式处置**设备**，不会侵犯除本协议中授予许可的**要素产权**之外的任何其他专利；
- 7.1.6 Imposing on either party any obligation to file any patent application or to secure any patent or maintain any patent in force; or

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- 7.1.6 强迫任何一方承担任何义务，提交任何专利申请或获得任何专利或维持任何专利的效力；或者
- 7.1.7 An obligation on either party to furnish any information under this Agreement except as the same is specifically provided for herein.
- 7.1.7 任何一方承担任何义务，在本协议项下提供任何信息，但本协议中明确规定提供的信息除外。
- 7.2 No express or implied waiver by either of the parties to this Agreement of any breach of any term, condition or obligation of this Agreement by the other party shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature.
- 7.2 本协议任何一方明示或默示放弃对对方以任何方式违反本协议的任何条款、条件或义务追究责任，不应被解释为放弃对后来违反该条款、条件或义务或者本协议的任何其他相同或不同性质的条款、条件或义务追究责任。
- 7.3 Anything contained in this Agreement to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, both present and future, of any Government having jurisdiction over either party hereto, and to orders or regulations of any such Government, or any department, agency, or court thereof, and to acts of war, acts of public enemies, strikes, or other labor disturbances, fires, floods, acts of God, or any causes of like or different kind beyond the control of the parties, and the parties hereto shall be excused from any failure to perform any obligation hereunder to the extent such failure is caused by any such law, order, regulation, or contingency but only so long as said law, order, regulation or contingency continues.
- 7.3 不论本协议中是否有任何其他相反的规定，本协议双方履行其在本协议项下的义务，应当遵循任何对本协议任何一方拥有司法管辖权的政府当前及未来实行的所有法律，以及该等政府或其任何部门、机关或法院颁布的命令或法规，并且受制于战争行为、公共敌对行为、罢工或其他劳资纠纷、火灾、洪水、天灾或者任何超出双方控制能力的类似或不同类型的原因，并且对于本

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协议双方以任何方式未能履行其在本协议项下的任何义务，在该等未能履约是由任何该等法律、命令、法规或者意外事件造成的限度内，应当免除其责任，只要上述法律、命令、法规或者意外事件尚在延续。

- 7.4 Nothing in this Agreement shall be construed as creating a partnership, joint venture, or other formal business organization of any kind.
- 7.4 本协议的任何内容均不应被解释为形成任何类型的合作伙伴关系、合资企业或其他正式商业组织。
- 7.5 In no event shall either party be liable to the other party by reason of breach or termination of this Agreement for any loss of prospective profits or incidental or special or consequential damages.
- 7.5 不论在任何情况下，对于任何预期利润损失或者偶发、特殊或继发损害，任何一方均不应因为违反或终止本协议而向对方承担任何责任。
- 7.6 The captions used in this Agreement are for convenience only, and are not to be used in interpreting the obligations of the parties under this Agreement.
- 7.6 本协议各条款的标题仅为方便阅读之目的而插入，不应用于解释双方在本协议项下的义务。
- 7.7 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the People's Republic of China, In the case of legal disputes, suggestions for arbitration by the China International Economic and Trade Arbitration Commission, Beijing association.
- 7.7 本协议及双方在本协议项下的履约，应当受中国法律管辖并据其规定予以解释。如遇法律纠纷，建议由中国国际经济贸易仲裁委员会北京总会进行仲裁。
- 7.8 If any term, clause, or provision of this Agreement shall be judged to be invalid, the validity of any other term, clause, or provision shall not be affected; and such invalid term, clause, or provision shall be deemed deleted from this Agreement.
- 7.8 如果本协议的任何条款或规定被判定为无效，那么任何其他条款或规定的有效性不应受到影响；并且该等无效条款或规定应当被视为从本协议中删除。

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7.9 This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized official of the party to be bound thereby.

7.9 本协议阐明了双方之间就本协议主题达成的完整协议和谅解，并且任何一方均不应受到任何关于该等主题的其他条件、定义、保证、谅解或声明的约束，但本协议中明确规定的，或者在本协议生效之日或之后以书面形式正式阐明并经正式授权官员签字以具有约束力的除外。

7.10 All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by first class mail, postage prepaid, from any post office throughout the world and addressed as follows:

7.10 本协议项下要求或允许发出的所有通知，均应采用书面形式，并且仅需从遍布全球的任何邮局，通过邮资已付的一级邮件寄出至如下地址，即应视为有效：

7.10.1 If to MOTOROLA:

7.10.1 发给摩托罗拉的通知：

Motorola Solutions, Inc.

Law Department

500 West Monroe Street

Chicago, Illinois 60661

USA

Attention: Intellectual Property

Motorola Solutions, Inc.

法律部

地址：美国伊利诺伊州芝加哥 West Monroe 路 500 号

联系人：知识产权负责人

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7.10.2 If to COMPANY:

7. 10. 2 发给公司的通知:

Company Name: _____

公司名称: _____

Company Address: _____

公司地址: _____

City: _____ State/Province: _____

城市: _____ 州/省: _____

Postal Code: _____ Country: _____

邮编: _____ 国家: _____

Attention: _____

收件人: _____

7.10.3 The date of receipt of such a notice shall be the date for the commencement of the running of the period provided for in such notice, or the date at which such notice takes effect, as the case may be.

7. 10. 3 收到该等通知的日期, 应当为该等通知中规定的期限的起计日期, 或者通知生效日期, 视情况而定。

7.11 As this Agreement is written in both English and Mandarin languages, should an ambiguity or conflict of interpretation arise, the Chinese-language version will govern.

7. 11 本协议以中英文形式书写。如中英文有任何不一致, 以中文为准。

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In Witness Whereof, the COMPANY has caused this Agreement to be executed by its
duly authorized representative:

公司的正式授权代表已签署本协议，特此证明：

Company Name: _____

公司名称: _____

Signature: _____

签字代表: _____

Signature Name: _____

签署的名字: _____

Title: _____

职务: _____

Motorola Solutions, Inc.

知识产权许可审计与合规事务经理

Signature: _____

签字代表: _____

Signature Name: _____

签署的名字: _____

Title: _____

职务: _____