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WEB SITE TERMS OF USE AND PURCHASE TERMS AND CONDITIONS

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All communication and equipment costs to access the Site are your responsibility. Your passwords are the key to logging onto the Site, access to information, generation of quotes, ordering Products and services. You are responsible for how the Site is used via your password(s), and you must ensure that your password(s) and information, quotes, orders and anything derived from your password(s) are used correctly and are authorized by you. You acknowledge and agree that anyone to whom a password(s) is given, or whomever you allow access to the site are authorized to send and receive information over the Site on your behalf and to conduct electronic transactions over the Site on your behalf, including the submission of electronic orders for the purchase of products, systems and/or services as contemplated by this Agreement and all the terms and conditions described, referenced, or linked herein.

PRIVACY POLICY

The use of the Site is subject to Motorola's Privacy Policy. Please read such policy at http://www.motorolasolutions.com/en_us/about/privacy-policy.html

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Motorola may revise or withdraw the Content, in whole or in part, at any time without notice. Motorola may at any time revise this Agreement by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Agreement terms and conditions to which you are bound.

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PURCHASE TERMS AND CONDITIONS

I. UNDERLYING AGREEMENT

If there exists a valid and executed written contract between you and Motorola (the "Underlying Agreement") that authorizes you to purchase equipment and/or services or license software (collectively "Products") via the Site, that Underlying Agreement is the complete agreement between you and Motorola with respect to the Products you purchase or license. No other terms and conditions shall apply and Motorola shall not be bound by any other terms and conditions whatsoever, including those which may be

included in your purchase order or which may have governed previous purchase and/or license transactions between you and Motorola.

If you participate in the Federal Government Market Specialization segment of the PartnerEmpower Program, then the terms and conditions of the Federal Government Amendment will apply to all sales made to Federal Government entities or if the Federal Government is an end-user.

II. NO UNDERLYING AGREEMENT

MOL Purchase Terms and Conditions: If there does not exist a written contract between you and Motorola that authorizes you to purchase Products via the Site, and you choose to purchase Products via the Site, this Agreement is the complete agreement between you and Motorola with respect to the Products you purchase or license and such Agreement will constitute a contract between you and Motorola. No other terms and conditions shall apply and Motorola shall not be bound by any other terms and conditions whatsoever, including those which may be included in your customary purchase order or which may have governed previous purchase and/or license transactions between you and Motorola. This Agreement will also constitute the complete agreement between you and Motorola concerning the conduct of electronic transactions, replacing any prior or written communications between the parties with respect to electronic transactions. There are no conditions, understandings, agreements, representations or warranties, expressed or implied regarding the conduct of electronic transactions between the parties, which are not specified herein.

Order and Acceptance: You agree that your order is an offer to purchase or license Product(s) at the prices shown on the Site and in accordance with this Agreement. You agree that this Agreement may not be altered, supplemented, or amended by the use of any other document(s) and any such attempt will be null and void. You also agree that any order will only include Products that Motorola has authorized you to purchase or license, and you agree that Motorola may modify or withdraw such authorization at any time. Motorola shall indicate its acceptance of your order by shipping the selected Product(s) to you. The banking, negotiation or other use of any payment shall not constitute an acceptance by Motorola.

U.S. Federal Orders: Due to the unique compliance requirements associated with U.S. Federal transactions, and to ensure there is a coordinated “go to market” strategy for such transactions, please be advised that all Federal transactions, including Direct transactions with Federal agencies AND Indirect transactions with Federal Prime Contractors, must be pre-approved by the Motorola Federal Division. You will need to request and fill out the Federal Division request form and send it to usfgchannel@motorolasolutions.com to be authorized to pursue the transaction. Note that pricing of the transaction will continue to be based upon the pricing in MOL.

All transactions conducted on this Site are governed by this Agreement, as updated on November 1, 2015. **Note** that the updated Agreement includes some provisions that apply to Federal transactions; these provisions do not apply to non U.S. Federal transactions.

Title and Risk of Loss: Title to the Products and risk of loss passes from Motorola to you upon shipment from Motorola's facility, except that title to software will not pass to you at any time.

Shipping Costs: Separate charges for shipping and handling will be added to the price of the Products ordered unless you have made other prior arrangements with Motorola. Shipping and delivery dates are best estimates only.

Payment: Unless your account is approved by Motorola for net 30 day payment terms (in which case charges will be invoiced upon shipment by Motorola), a valid credit card acceptable to Motorola is required for payment. Your credit card will not be charged until Products are shipped. Payment of all applicable taxes, assessments, or duties which may be imposed upon the shipment or sale of the Products shall be your sole responsibility and shall be paid by you.

Taxes: The purchase and license prices do not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, all of which (other than federal, state, and local taxes based on Motorola's income or net worth) will be paid by you except as exempt by law.

Limitation of Liability: EXCEPT FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PROPERTY MOTOROLA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FOR BREACH OF CONTRACT, WARRANTY, MOTOROLA'S NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT SOLD HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF MOTOROLA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Licenses and Authorizations: You are solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission ("FCC") or any other federal, state, or local governmental agency. You are solely responsible for complying with applicable FCC rules and regulations and the applicable rules and regulations of any other federal, state, or local governmental agency. Neither Motorola nor any of its employees is your agent in FCC or other governmental matters.

Force Majeure: In addition to other limitations on liability set forth herein, Motorola shall not be liable for any delay or failure to perform due to any cause beyond its control. Causes include, but are not limited to, strikes, acts of God, your acts, interruptions of transportation or inability to obtain necessary labor, materials or facilities, default of any supplier, or delays in FCC frequency authorization or license grant. In the event Motorola is unable to wholly or partially perform because of any cause beyond its control, Motorola may terminate this Agreement without any liability to you.

Confidential Information: You will not disclose any material or information identified as Motorola Confidential Proprietary to third parties without Motorola's prior written permission, unless Motorola makes such material or information public, or disclosure is required by law. If you are required by law to disclose such material or information, you will notify Motorola prior to such disclosure.

Representations and Commitments: Motorola is not making, and you are not relying upon any representations or commitments except for those expressly set forth in this Agreement, including but not limited to representations or commitments related to price guarantees, the origin or content of purchased Products; prevailing wage requirements; equal employment opportunity, non-discrimination, drug-free workplaces or workforces, and other personnel matters; the conduct of business in any particular nation or jurisdiction; compliance with environmental laws and regulations; insurance coverage of any nature; compliance with the FAR (except as addressed below); compliance with specific state or local laws, regulations or ordinances; use of small, minority, women, disabled, veteran, and disabled veteran-owned businesses; or indemnification of the buyer for any reason.

Federal transaction Representations and Commitments:

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE FROM THE FEDERAL ACQUISITION REGULATION (FAR) WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT.

52.203-13	Contractor Code of Business Ethics and Conduct APR 2010
52.219-8	Utilization of Small Business Concerns OCT 2014
52.222-26	Equal Opportunity MAR 2007
52.222-35	Equal Opportunity for Veterans Jul 2014
52.222-36	Affirmative Action for Workers with Disabilities Jul 2014
52.222-37	Employment Reports on Veterans (Jul 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act DEC 2010
52.222-50	Combating Trafficking in Persons FEB 2009
52.247-64	Preference for Privately Owned US-Flag Commercial Vessels FEB 2006

No other FAR or FAR Supplement provisions, nor any other prime contract provisions, are accepted by Motorola, even if referenced in your purchase orders. Motorola does not represent that any ordered items necessarily meet new materials requirements. You represent that there is no requirement for certified cost or pricing data or price support information from Motorola.

With regard to Buy American Act provisions, Motorola is representing that the Products meet the definitions of a commercial item and information technology as defined in FAR 2.101, and therefore consistent with FAR rule FAR 25.103(e), acquisitions of information technology meeting the commercial item definition, and using fiscal year 2004 or subsequent funds are exempt from the Buy American Act and Balance of Payments.

With regard to Trade Agreement ("TAA") provisions and if TAA applies (orders over \$204,000), you shall contact Motorola for further TAA information.

Assignments: Motorola may assign any of its rights or subcontract any of its obligations under this Agreement without prior notice to you and without your consent.

Limited Applicability: This Agreement applies only to the purchase and Products and does not involve or apply to the performance by Motorola of any services such as installation, maintenance, customer product design, product engineering or project management.

No Right to Audit or Inspect: Motorola's books, records and facilities will not be subject to an audit or inspection at any time or for any reason whatsoever.

Causes of Action: Any action relating to this Agreement must be brought within one year of the accrual of the cause of action.

Waiver: One waiver of a right or remedy of either party does not constitute a permanent waiver or a waiver of any other right or remedy of that party.

Severability: If any provision of this Agreement is held to be invalid or unenforceable, that provision will be severed and the remainder of the Agreement will remain in full force and effect as if the invalid or unenforceable provision were not part of the Agreement.

Headings: Paragraph headings will not be construed as a limitation of the scope of any particular paragraph or section of this Agreement.

Governing Law: This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois.

Entire Agreement: This Agreement constitutes the entire agreement of the parties regarding purchase of the Products and supersedes all previous agreements and understandings, whether written or oral, relating to purchase and license of the Products.

END OF WEBSITE TERMS OF USE AND PURCHASE TERMS AND CONDITIONS

REFER TO THE NEXT PAGE FOR MOTOROLA'S END-USER LICENSE AGREEMENT TERMS AND CONDITIONS

MOTOROLA END-USER SOFTWARE LICENSE AGREEMENT

This Motorola End-User Software License Agreement (“End-User License Agreement”) contains the terms and conditions of the license Motorola is providing to you, and your use of the Software and Documentation. If you are a reseller of the Products you will, prior to and as a condition of distributing any Software to End-Users, you shall notify your End-Users of the specific requirements, rights, duties, and limitations contained herein, and cause such end users to accept the terms and conditions in the End-User License Agreement set out below or incorporate substantially similar provisions thereof in an agreement by and between End-User and you.

SECTION 1: DEFINITIONS

“Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

“Open Source Software” means software with either freely obtainable source code license for modification, or permission for free distribution.

“Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

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SECTION 2: GRANT OF LICENSE.

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SECTION 4: TRANSFERS

You will not transfer the Software or Documentation to any third party without Motorola’s prior written consent. Motorola’s consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this End-User License Agreement.

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SECTION 6: CONFIDENTIALITY

You acknowledge that the Software contains valuable proprietary information and trade secrets and that

unauthorized dissemination, distribution, modification, reverse engineering, disassembly or other improper use of the Software will result in irreparable harm to Motorola for which monetary damages would be inadequate. Accordingly, you will limit access to the Software to those of its employees and agents who need to use the Software for your internal business.

SECTION 7: MAINTENANCE AND SUPPORT

No maintenance or support is provided under this End-User License Agreement. Maintenance or support, if available, will be provided under a Motorola Software Maintenance and Support Agreement.

SECTION 8: LIMITED WARRANTY AND LIMITATION OF LIABILITY

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IN NO EVENT WILL MOTOROLA BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, TIME OR DATA, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, OR SAVINGS, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

BATTERY WARRANTY

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

During the applicable Warranty Period, Motorola Solutions, Inc. ("Motorola") warrants the Motorola supplied batteries listed below ("Product") as follows. The Products will maintain a capacity of 80% of rated capacity (70% for PMNN4093 and RNN4007) under normal use and service for a period of time from the date of manufacture as scheduled below. Motorola warrants against defects in material and workmanship under normal use and service for a period of time from the date of manufacture as scheduled below. Date of manufacture is determined by the date code shown on the Product.

<u>Product</u>	<u>Workmanship Warranty Period</u>	<u>Capacity Warranty Period</u>
Motorola IMPRES Batteries		
Nickel-Cadmium	48 months	24 months *
Nickel-Metal Hydride / Lithium-ion	48 months	18 months *

* *IMPRES batteries NOT charged exclusively in IMPRES chargers receive a 6 month capacity warranty reduction (i.e. 18 months instead of 24 for NiCD, and 12 months instead of 18 for NiMD & Li-ion).*

Motorola Original Batteries		
Nickel-Cadmium	48 months **	18 months
Nickel-Metal Hydride / Lithium-ion	48 months **	12 months

** *12 months for SL series batteries (HKNN4013, PMNN4425 & PMNN4459).*

Mag One Batteries	12 months	12 months
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Products will be replaced with new or reconditioned parts during the applicable Warranty Period if the battery capacity falls below 80% of rated capacity.

A Product will be replaced during the applicable Warranty Period if:

- 1) the battery develops leakage;
- 2) the battery clip breaks due to poor workmanship;
- 3) the battery's seam welds open; or
- 4) the battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts

Replacement batteries are warranted for the balance of the original applicable warranty period.

Motorola, at its option, will replace the Product with new or reconditioned parts at no charge during the applicable warranty period provided it is returned in accordance with the terms of this warranty. This warranty is extended by Motorola to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete warranty for the Product supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. For battery recycling information please call 1-800-422-4210 for details and request your RBRC shipper ID registration form.

II. GENERAL PROVISIONS:

This warranty sets forth the full extent of Motorola's responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola's option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

III. HOW TO GET WARRANTY SERVICE:

Purchaser must notify Motorola's representative or call at 1-800-422-4210 within the applicable warranty period for information regarding warranty service.

IV. WHAT THIS WARRANTY DOES NOT COVER:

- A) Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B) Defects or damage from misuse, accident, water, or neglect.
- C) Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
- D) Breakage or damage to antennas unless caused directly by defects in material workmanship.
- E) A Product subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-Motorola supplied equipment) which adversely affect performance of the Product or interfere with Motorola's normal warranty inspection and testing of the Product to verify any warranty claim.
- F) Product which has had the serial number removed or made illegible.
- G) Freight costs to the repair depot.
- H) A Product which, due to illegal or unauthorized alteration of the software/firmware in the Product, does not function in accordance with Motorola's published specifications or with the FCC type acceptance labeling in effect for the Product at the time the Product was initially distributed from Motorola.
- I) Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product.
- J) That the software in the Product will meet the purchaser's requirements or that the operation of the software will be uninterrupted or error-free.
- K) Normal and customary wear and tear.

- L) Non-Motorola manufactured equipment unless bearing a Motorola Part Number in the form of an alpha numeric number (i.e., TDE6030B).
- M) Processing of date data from, into, and between the year 2000 and the year 2001.

V. GOVERNING LAW

This warranty is governed by the laws of the State of Illinois.