

1 Application

These General Terms and Conditions apply to the provision of Services by Motorola. Deviations from the General Terms and Conditions require a written form. Deviating terms and conditions stated in an individual offer or contract have precedence over these General Terms and Conditions according to § 305b BGB. Customer's General Terms and Conditions do not apply.

2 Definitions

"Motorola" is Motorola Solutions Germany GmbH, Telco Kreisel 1, 65510 Idstein, Germany, registered at the district court of Wiesbaden under the number HRB 16024. In the event the respective offer or invoice is being issued by another affiliate of Motorola Solutions, Inc. or the contract referencing to these General Terms and Conditions is being concluded with such affiliate, "Motorola" is the respective affiliate of Motorola Solutions, Inc. "Customer" is the legal entity which, or natural person who obtains Services from Motorola. "Work" means only services which include an explicit success commitment.

3 Conclusion and Content of the Agreement

By submission of an order or acceptance of Motorola's offer Customer agrees to these General Terms and Conditions. In this case, the parties enter into a service agreement (*Dienstvertrag*) for the provision of offered Services within the meaning of § 611 of the German Civil Code (BGB) and under the application of these General Terms and Conditions. Only Work Services are provided as work according to § 631 BGB. In addition, a license agreement, as stated herein, applies to deliveries of software. Any cooperation duties or responsibilities of Customer, stated in the offer (e.g. responsibility matrix), constitute Customer's obligation (*Obliegenheit*).

4 Delivery, Status of Repair, Acceptance,

4.1 The dates of provision of Services and of delivery of repaired devices communicated by Motorola are estimated and constitute no contractual commitments.

4.2. In the event of a Repair Service Customer shall in advance remove all components and accessories that have not been made by or purchased from Motorola or its technological partners and that have been attached to or installed on the device or the software and reverse respective modifications. Otherwise, Motorola will set the original state at the Customer's expense for the purpose of repair. Motorola reserves its right to send the repaired device to Customer with the standard factory configuration.

4.3. Motorola reserves its right to partial delivery of the devices subject of Services. Delivery terms are Ex-Works (Incoterms 2010) from one of Motorola's locations. Upon delivery Customer has to examine all documentation and to inspect devices for completeness and freedom from defects in provided Works

immediately. Customer has to notify Motorola in writing or via e-mail about defects in provided Works within 24 hours from receipt of the devices (*Obliegenheit*).

4.4. In the event Customer fails to notify Motorola, respective Work is deemed to be accepted and acknowledged by Customer without any reservation of rights.

4.5. The disposal of packaging is incumbent upon Customer, if the packaging does not contain any instructions that the disposal can occur to a common collection system.

5 Prices and Terms of Payment

5.1 The offered prices are exclusive of VAT and other applicable taxes, customs, duties and other similar charges, which, as far as legally incurred, shall be paid by Customer and separately listed on the invoice.

5.2 Payment terms are 30 days from date of invoice. The invoice will be sent with the delivery of the repaired devices or, in case of other service performance, with the beginning of Services.

6 Warranty

6.1 Motorola warrants to Customer that performed Works are free of substantial defects for a period of six (6) months from the date of acceptance. Non-functionality of ancillary functions or short breakdowns of the software constitute no software defect. If during the warranty period a software defect occurs, Motorola will at its own choice correct the defect/debug through remote control or send correction software programs (i.e. patches, bug-fixes), which Customer has to install. If Customer fails to install such software programs, Customer loses any warranty rights regarding to such software defect(s).

6.2 Customer is initially only entitled to demand an appropriate rectification of the defects by Motorola. As a rectification of the defects, Motorola will at its option carry out post-rectification (*Nachbesserung*) or delivery of defect-free devices. If the rectification by Motorola is abortive, the relevant legal regulations apply, whereby Customer is not entitled to withdraw from the agreement. Motorola reserves its right to assign third party with settlement of warranty claims.

6.3 If Customer is not a consumer, Customer is at its own expense responsible for shipment to Motorola of the device that has a defective in provided Work; return shipment to Customer will be at Motorola's expense. Nevertheless, Customer shall be responsible for return shipment charges for devices where Motorola determines there is no defective in provided Work.

6.4 Motorola's warranties to Customer expire
(a) if the devices have been used in an inappropriate manner,
(b) in case of attempts by Customer or unauthorized third parties to repair the devices or to replace parts of the devices,

(c) if the devices have been connected with, attached to, used or operated with any ancillary item or software, other than items or software purchased from Motorola, or

(d) if markings or labelings of the devices have been removed or altered.

7 Limitation of Liability

7.1 Motorola's liability is limited to the total price of the respective Service agreement. Motorola is not liable for breaches of ancillary obligations and for indirect/consequential damages (damages, which occur not at the objects which are subject of Services or Works, but to other objects or rights of Customer; e.g. lack of economic viability, lost profit, data damage or image damages, and damages in connection with third party claims raised against Customer).

7.2 The liability limitation and exclusions, stated in article 7.1, shall not apply to damages to body, life and health, in the event of willful intent or gross negligence and in the event of breach of material contractual obligations, which are obligations resulting from the nature of the contract, whereupon the fulfillment of the contract's scope is, in case of breach of those obligations, endangered (cardinal obligations). Liability based on product liability remains unaffected.

8 Software / Intellectual Property Rights

8.1 In the event the provision of Services includes the delivery of software (e.g. updates or upgrades) Motorola grants to Customer the following license to use the software:

8.1.1 Product Software

Motorola grants to Customer a non-exclusive, only with the device transferable, timely non-restricted license to use Motorola's software, including updates. This license applies only to the use of this software with the purchased devices.

8.1.2 Third Party Software

In the event that Motorola purchases third party's standard software in order to fulfill its performance obligations and embeds it in the devices as a component, Motorola grants to Customer a non-exclusive and only in conjunction with the storage media transferable license to use the third party's software to the extent granted by the respective third party.

8.1.3 Customer's software-related obligations

Customer may make copies of the software only for reasons of data backups and only as long as he holds the corresponding license and shall not provide the software to third parties except under conditions as stipulated in this article 8.1.3, and shall not otherwise disassemble, decompile or change the software (subject to § 69e of the German Copyright Act, (UrhG)). Customer may lease the software to third parties only

with prior explicit written approval of Motorola. Customer is entitled to pass on or sell the software to third parties (a) only by contractually obligating the third party to be bound by the conditions stipulated in this article 8.1.3. and (b) only in conjunction with transfer of the license to the third party. With executed license transfer Customer will lose all rights regarding the software, including possession, usage and distribution, and has to delete all remaining copies of the software. Customer is responsible for the payment of all fees for the software and the use licenses, which may result from the respective agreement.

If Customer does not fulfill its obligations under this article, Motorola is, in addition to further rights, entitled to terminate the respective license agreement without notice and to recall the software.

8.2 Motorola will indemnify Customer against third party's claims based on infringement of intellectual property rights by the delivered substitution devices or the software delivered in the framework of the provision of Services Motorola's Products, under the following conditions:

8.2.1 Indemnification

Motorola will at its expense defend any suit brought against Customer to the extent that such suit is based on a claim of a third party that devices or software delivered in the framework of the provision of Services by Motorola to Customer constitute an infringement of intellectual property rights within the European Union or in the country of Customer's corporate (legal) seat and Motorola will pay all damages awarded by final judgment (from which no appeal may be taken) against Customer holding that such Product does so infringe, on condition that Motorola

(a) is promptly notified of such infringement claim in writing,

(b) is given authority, information and assistance necessary to defend or settle such suit or proceeding in such a manner as Motorola shall determine,

(c) is given sole control of the defense, and

(d) that Customer does not recognize such infringement claim and not compromise it in a settlement.

8.2.2 Remedy for Infringement

If such infringement claim occurs, or in Motorola's opinion is likely to occur, Motorola will at its option and expense procure for Customer the right to continue using the devices or software or replace or modify such devices and/or the software so that such devices and/or the software become non-infringing while providing functionally equivalent performance. In the event that the aforementioned options are impossible, Motorola will grant to Customer a credit for paid Services and/or software and demand the return of the software.

8.2.3 Exclusions

Motorola has no duty to defend Customer according to article 8.2.1 and 8.2.2 against any infringement claim, which is based upon

- (a) the combination or the use of the devices with any software, apparatus, device or equipment not delivered by Motorola;
- (b) any changes of devices' design or formula;
- (c) a modification of the software by a party other than Motorola; or
- (d) Customer's failure to install an enhancement release to the software that is intended to correct the claimed infringement.

Motorola's liability related to royalties is also restricted to the payment of a reasonable royalty based upon the revenue received by Motorola from Customer for license of the infringing devices subject the Service agreement and does not include any royalties payable on a per use basis or on the Customer's revenues.

8.2.4 Exclusive Character/Indemnification

The foregoing states Motorola's entire liability with respect to infringement of intellectual property rights by devices or software. Article 7.1 Sentence 1 and article 7.2 apply accordingly.

9 Assignment

9.1 Except as otherwise provided below neither party may assign any agreement between the parties (hereinafter referred to as "Agreement") or any of its rights or obligations hereunder without the prior written consent of the other party. Subject to § 354a of HGB, any attempted assignment, delegation, or transfer without the necessary consent shall be void. Motorola is entitled to transfer rights or obligations resulting from the agreement to an affiliate in the sense of § 15 of the German Stock Corporation Act (AktG).

9.2 Notwithstanding the foregoing, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign the respective agreement such that it will continue to benefit the Separated Business and its affiliates following the Separation Event.

9.3 Notwithstanding the foregoing, as the respective agreement may be for the benefit of multiple businesses of Motorola, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, split this agreement by assigning certain of its rights or obligations such that it

will continue to benefit both Motorola and the Separated Business and their respective affiliates following the Separation Event.

10 Compliance with Law and Ethics

10.1 The parties agree to refrain from any actions which are illegal, unethical, against the Motorola code of business conduct. This code is available at the address stipulated at the end of this section. Customer confirms that he has read, understood and will comply with the principles stated therein.

<http://responsibility.motorolasolutions.com/index.php/ourapproach/busconduct/>

10.2 Each party will fully comply with all laws applying to the sale and distribution of the devices, applicable anti-corruption laws and laws prohibiting the payment of commercial or private bribes and the principles of the U.S. Foreign Corrupt Practices Act.

10.3 Customer will cooperate in any investigation of Customer's activities by any legal and regulatory body, unless such obligation to cooperate violates Customer's statutory or constitutional rights.

11 Export

11.1 The delivery of the devices is subject to German, EU and US-American export control and Anti-terrorism laws and regulations. Customer will provide only such licences, which Customer is obliged to provide according to the stipulated delivery terms and conditions and in particular to the stipulated Incoterms.

11.2 Customer warrants that Customer will not directly or indirectly export or re-export devices or technical information obtained from Motorola or transfer know-how/ technology obtained from Motorola to the Republic of Cuba, the Islamic Republic of Iran, the Republic of Sudan, the Democratic People's Republic of North Korea or the Syrian Arab Republic before the responsible state authority grants Customer the respective export licence. This also applies for all states, for which the US-American Government or other state authority requires at the date of export or re-export an export licence to be issued by the responsible state authority. The breach of this obligation entitles Motorola to withdrawal (*Rücktritt*) from, or termination (*Kündigung*) of, the agreement without notice.

11.3 In regard to US-American export control legislation, Customer shall support Motorola with any essential information, e.g. Product classification, or in any licence application to be brought in the USA. Customer shall, furthermore, constructively assist in licence application procedures and in particular provide all required documents. The incidental costs and charges shall be borne by Motorola.

11.4 In case an export licence is required for the contractual fulfilment in accordance with German or EU foreign trade legislation, US-American export control regulations or other national regulations, the

contractual prime obligations shall become subject to the suspensive condition that the aforementioned export licence will be granted within the period of 6 months. On non-fulfilment of the suspensive condition, the individual suspended or affected agreement shall become of no force and effect.

11.5 In case the requirement of an export licence according to German or EU foreign trade legislation or US-American export control regulations occurs after the signing of an agreement or of an individual order agreed in the course of agreement performance, this agreement or the affected order shall become subject to the resolutive condition that the respective licence will not be granted within the period of 6 months after the occurrence of the export licence requirement. On occurrence of the resolutive condition, the respective agreement or the affected order shall become of no force and effect.

11.6 In case an export licence is required for the contractual fulfilment in accordance with German or EU foreign trade legislation, US-American export control regulations or other national regulations and it has been granted by the respective authority, the contractual prime obligations shall become subject to the resolutive condition of the non-compliance with the aforementioned export licence or its collateral clauses. On occurrence of the resolutive condition, the affected agreement shall become of no force and effect.

11.7 In the event an agreement or an individual order becomes of no force and effect as a result of non-fulfilment of the suspensive or occurrence of the resolutive condition, Customer has no right to claim any compensation for damages against Motorola.

12 General

12.1 Customer may set-off only against claims which were acknowledged by Motorola in writing or were decided by a court with final jurisdiction.

12.2 Subject to § 305b of the German Civil Code (BGB), legal declarations and notifications as well as contract changes require the written form. Any implicit or explicit exclusion of this provision requires the written form as well.

12.3 If a reason for Customer's insolvency occurs, the total price for all provided, but not paid Services shall become due or Motorola shall be entitled to demand anticipated full payment or to cease deliveries and performances or to withdraw from, or terminate, the contract without notice.

12.4 Confidential information is protected only under the condition that it has been marked as such. Verbally transmitted confidential information is protected as confidential only in case the confidentiality has been confirmed by the disclosing party within 30 days after its submission in writing and the essential contents have been summarized by the disclosing party.

12.5 These General Terms and Conditions are construed and governed by the laws of Germany. Any application of the UN Convention on Contracts of the

International Sales of Goods shall be hereby excluded. Place of jurisdiction is Berlin.

12.6 The invalidity of a provision of these General Terms and Conditions does not affect the effectiveness of the remaining provision(s). In the event of ineffectiveness of a provision, the parties shall agree on a provision which meets the parties' intention as sufficient as possible.