

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

The supply of Radio services is governed by the applicable agreement in force between the Motorola Solutions entity stated on the respective order acknowledgment and the buyer identified on the same (the "Underlying Agreement"), or in the absence of an Underlying Agreement, by the Motorola Solutions Standard Sales Terms and Conditions for Service set out in this document.

Motorola Solutions shall not be bound by any other terms and conditions, including those which may be included in buyer's standard purchase order or which may have governed previous purchase and/or license transactions between buyer and Motorola Solutions.

## SECTION 1: STANDARD TERMS AND CONDITIONS OF SALE FOR SERVICES – APPLY TO ALL PURCHASES OF RADIO SERVICES:

All purchases of Services by the Customer from Motorola Solutions Germany GmbH or such of its EMEA Affiliates as is responsible for the delivery of such Services (as stated on the purchase order and confirmed on the corresponding order acknowledgment) (hereafter "Motorola Solutions") shall be governed by the Motorola Solutions Standard Terms and Conditions of Sale for Services and any relevant Motorola Solutions quotation document and the applicable Service Description. Any purchase order placed by the Customer for Services ("Service Order"), if and when accepted by Motorola Solutions, shall constitute a separate binding contract entered into by Motorola Solutions and the Customer in accordance with and incorporating the terms of by the Motorola Solutions Standard Terms and Conditions of Sale for Services and any relevant Motorola Solutions quotation document and the applicable Service Description (hereafter "Service Agreement"). A Service Order (which may be part of a purchase order) is accepted only under the terms of the Service Agreement which shall apply to the exclusion of all others (including terms set out on the Orders issued by the Customer). The Customer's acceptance of the Services delivered by Motorola Solutions pursuant to the Service Agreement shall be deemed acceptance of the terms of the Service Agreement and the Service delivered.

### 1. DEFINITIONS

Capitalised terms used in the Service Agreement shall have the following meanings:

"Affiliates" shall mean an entity directly or indirectly controlling or controlled by one of the Parties. For the purposes of this definition, "control" (including, with correlative meanings, "controlling," and "controlled by,") means the power to direct or cause the direction of the management and policies of such entity, directly or indirectly, whether through the ownership of a majority of voting securities, by contract or otherwise; and it being understood and agreed that, with respect to a corporation, limited liability company or partnership, control shall mean direct or indirect ownership of more than 50% of the voting stock, limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership. the Service Agreement

"Confidential Information" shall mean all information marked as confidential or proprietary or similar legend or which in all of the circumstances is clearly intended to be treated as confidential whether disclosed in writing, verbally or by any other means and whether directly or indirectly; provided that, if disclosure is oral, the information will be reduced to writing within thirty (30) days of the date of disclosure, including, without limitation, the subject matter of this Agreement, data, technical information, know how, formulae, specifications, design rights, and any information relating to the relevant Party's products, operations, processes, plans or intentions, product information, trade secrets, market opportunities and business affairs and any information expressly agreed to be Confidential Information in any other provision of the Services Agreement.

"Customer" shall mean the entity stated on the Service Order.

"Deliverables" shall mean all written information (including without limitation reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for the Customer in the performance of the Services and may be obligated to provide to the Customer under the Service Agreement. The Deliverables, if any, are more fully described in the relevant Service Descriptions.

"Derivative Proprietary Materials" shall mean derivatives of the Proprietary Materials that Motorola Solutions may, from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola Solutions provides the Customer access.

"Material Breach" shall mean:

- (a) a breach which has, or a series of persistent breaches which taken together have, a material adverse effect on the business of the non-defaulting Party; or
- (b) the failure at any given time to make payment of outstanding amounts due and payable under the Service Agreement (and not, in the opinion of the terminating Party (acting reasonably) the subject of a bona fide dispute).

"Materials" shall mean the Proprietary Materials and/or the Derivative Proprietary Materials.

"Party" shall mean Motorola Solutions or the Customer and "Parties" shall be construed accordingly.

"Proprietary Materials" shall mean software (including without limitation any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the software whether made by Motorola Solutions or a third party, or any improvements that result from Motorola Solutions' processes or, if applicable, providing information services, but excluding embedded software), certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications that Motorola Solutions has developed prior to, or independently from, the provision of the Services and/or that Motorola Solutions licences from third parties.

"Proprietary Rights" shall mean any intellectual property rights including without limitation:

- (a) patents, patent applications, inventions, copyrights, trade secrets, trade marks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, utility models, moral rights, topography rights, database rights and rights of confidence and all embodiments thereof, whether tangible or intangible in all cases whether or not registered or registrable in any country, for the full terms (including any extension to or renewal of the terms) of those rights and including registrations and applications for registration of any of these and rights to apply for the same; and
- (b) all rights and forms of protection of a similar nature or having equivalent or similar effect to any of those set out in (a) anywhere in the world.

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

"Regulated Activities" shall mean Services, other obligations of Motorola Solutions under the Service Agreement and licences granted under the Service Agreement (and the terms including the Price) which may be:

- (a) regulated by applicable legislation (binding on Motorola Solutions or its sub-contractors);
- (b) subject to mandatory or published terms (including as to price); or
- (c) subject to a non-discrimination obligation (or equivalent) so that the grant of particular terms to the Customer would result in an obligation, imposed by applicable legislation on Motorola Solutions or its sub-contractors, to provide those terms to third parties.

"Service Descriptions" shall mean the documents describing the Services available from Motorola Solutions which can be found online at Motorola Online ("MOL") or such other electronic ordering system as designated by Motorola Solutions.

"Service(s)" shall mean the services provided by Motorola Solutions as described in the respective Service Description(s).

"Third Party Software" shall mean third party software supplied by other third party suppliers.

## 2. SCOPE OF SERVICE AGREEMENT

- 2.1. Motorola Solutions and the Customer will perform their respective responsibilities as described in the Service Agreement. Motorola Solutions will provide to the Customer the Services, Deliverables (if any) and Materials (if any).
- 2.2. To enable Motorola Solutions to perform the Services, the Customer will provide to Motorola Solutions reasonable access to relevant Customer information, personnel, systems and office space when Motorola Solutions' employees are working on the Customer's premises together with such other general assistance as may be required.
- 2.3. If the Service Description or Service Proposal (if applicable) contains assumptions that affect the Services or Deliverables, the Customer will verify that they are accurate and complete and shall ensure that any dependencies on the Customer which are assumed to be true are made so. Any information that the Customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and complete in all material respects. The Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under the Service Agreement. Unless the Service Description states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this Clause.
- 2.4. To the extent that acts or omissions of the Customer or the end user prevent or impact upon Motorola Solutions' ability to provide the Services ("Relief Event"), then Motorola Solutions shall be relieved of any obligation to provide the Services and shall not be liable for failure to provide Services for the period in which such Relief Event continues.
- 2.5. Motorola Solutions will assign qualified employees who have the requisite experience and competencies to perform the Services in accordance with the Service Agreement. Motorola Solutions will provide and furnish all material, labour, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in the Service Agreement to be provided by the Customer.
- 2.6. If, as a result of the Services performed under the Service Agreement, Motorola Solutions recommends that the Customer purchases products or other services, nothing in the Service Agreement precludes Motorola Solutions from offering or selling the recommended products or other services to the Customer, in accordance with the Motorola Solutions Standard Terms and Conditions of Sale in effect at that time. If the Customer is a governmental body or agency, it represents that this Clause does not violate its procurement or other laws, regulations or policies.
- 2.7. The Customer may request changes to the Services. If Motorola Solutions agrees to a requested change, the change must be confirmed in writing and signed by authorised representatives of both Parties in accordance with Clause 27. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If the Customer delays Motorola Solutions' performance of the Services, modification of the performance schedule or an increase in the contract pricing may occur.
- 2.8. Nothing in the Service Agreement will operate to require Motorola Solutions to provide Services or perform obligations (or operate as a grant of, or an obligation to grant, any license) which are or are subject to Regulated Activities other than in accordance with applicable legislation or any mandatory or published terms. Where the provision of the Services or the performance of an obligation by Motorola Solutions is a Regulated Activity, Motorola Solutions will be entitled to suspend the provision of that Service or the performance of that obligation where, and to the extent that, Motorola Solutions is strictly required to do so in order to comply with applicable legislation or other mandatory or published terms. If this is the case, Motorola Solutions will use all reasonable endeavours to reinstate the provision of the Services or the performance of its suspended obligations as soon as possible.
- 2.9. If in accordance with the Service Agreement and/or the Service Proposal, Motorola Solutions is expected to provide to the Customer as part of the Services a report ("Service Report"), the Services shall be deemed completed and the Service Report shall be deemed accepted fourteen (14) days after the provision of the Service Report to the Customer unless:
  - (a) the Customer notifies Motorola Solutions in writing within such fourteen (14) day period that it does not consider the Services completed with explanatory reasons; or
  - (b) the Parties have agreed otherwise in writing.

## 3. TERM OF THE SERVICE AGREEMENT

Each Service Agreement shall commence on the date stated on the Service Order, once accepted by Motorola Solutions, and will continue for the Service Period stipulated on the same Service Order and defined in Clause 5.1(b) below.

## 4. TERMINATION

- 4.1. Where the Customer has purchased a Service which is designated by Motorola Solutions as 'Service From The Start', the Customer understands that this **cannot** be cancelled other than in the limited circumstances in Clauses 4.2 - 4.4 and any sums due in connection with such Service Agreement shall remain payable to Motorola Solutions for the duration of the Service Agreement's Service Period (as defined in Clause 5.1b) below) or any renewal time period thereafter.
- 4.2. Either Party may terminate any Service Agreement pursuant to the export control provisions in Clause 22.
- 4.3. Motorola Solutions may terminate any Service Agreement with immediate effect by written notice to the Customer if:

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

- (a) the Customer commits an irremediable Material Breach of any Service Agreement or any other agreement with Motorola Solutions and/or Motorola Solutions' Affiliates; or
  - (b) the Customer is in Material Breach of any obligation under any Service Agreement or any other agreement with Motorola Solutions and/or Motorola Solutions' Affiliates and (in the case of a Material Breach capable of remedy) the Customer has failed to remedy the Material Breach within thirty (30) days of a written notice served by Motorola Solutions requiring the Customer to do so; or
  - (c) the Customer is in persistent breach of any obligation under any Service Agreement or any other agreement with Motorola Solutions and/or Motorola Solutions' Affiliates; or
  - (d) the Customer becomes subject to insolvency proceedings, an administration order, sequestration proceedings or winding-up proceedings (except for the purposes of solvent amalgamation or reconstruction) or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; makes any arrangement or composition with or assignment for the benefit of its creditors or has a receiver or administrative receiver appointed over the whole or any part of its assets; or
  - (e) the Customer ceases or threatens to cease trading or becomes insolvent; or
  - (f) the continuation of any Service Agreement is, or is likely to be, detrimental to the reputation of Motorola Solutions; or
  - (g) the Customer ceases to be under the control of its existing shareholders as at the Commencement Date within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or
  - (h) Motorola Solutions reasonably apprehends that any of the events mentioned in Clause 4.3 ((a) to (g) is likely to occur; or
  - (i) the Customer has provided Motorola Solutions with any false, inaccurate or misleading information for the purpose of obtaining the Services; or
  - (j) the Customer uses Proprietary Rights of Motorola Solutions (and/or its licensors) in a different way or for a different purpose than that authorised by the Service Agreement.
- 4.4. The Customer may terminate any Service Agreement with immediate effect by written notice to Motorola Solutions if:
- (a) Motorola Solutions becomes subject to insolvency proceedings, an administration order, sequestration proceedings, winding up proceedings (except for the purposes of solvent amalgamation or reconstruction) or a receiver or administrative receiver is appointed over the whole or any part of its assets or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or makes an arrangement or composition with or assignment for the benefit of its creditors; or
  - (b) Motorola Solutions ceases or threatens to cease trading or becomes insolvent; or
  - (c) Motorola Solutions fails to provide the Services and fails to remedy such failure within thirty (30) days of receipt of the Customer's written demand to do so.
- 4.5. Termination of any Service Agreement does not relieve the Parties of their respective obligations which have accrued or which accrue up to the date of such termination. Motorola Solutions must provide all Services due until the relevant termination date and the Customer will pay all amounts due and payable in consideration of the Services provided.
- 4.6. Termination any Service Agreement by either Party under this Clause shall not limit or remove the right of either Party to pursue any other rights which it may have against the other whether arising as a result of the termination or otherwise.
5. **SERVICE ORDER**
- 5.1. The Customer must submit a Service Order to Motorola Solutions in respect of each request for the supply of Services. A Service Order must specify:
- (a) the Services to be supplied and respective product number, which must be taken from the relevant Service Descriptions or in the relevant service proposal supplied by Motorola Solutions to the Customer ("**Service Proposal**") as applicable;
  - (b) the start date and period for the provision of the Services or delivery date as applicable ("**Service Period**");
  - (c) the relevant payment plan for the Service Period ("**Billing Period(s)**") which must be taken from the list of available services in MOL or in the relevant Service Proposal as applicable;
  - (d) the price and currency (as previously agreed with Motorola Solutions) for the Services which must be taken from the available prices for services listed in MOL or from the Service Proposal, as applicable ("**Price**");
  - (e) the full Customer address, the end user name and location;
  - (f) a contact name and number for a person responsible for ordering the Services as well as a contact name and number for any end user of the Services (if applicable);
  - (g) a list of the sites or delivery addresses, as applicable;
  - (h) the Service Order number;
  - (i) the address to which Motorola Solutions' invoice is to be sent for payment if different from the Customer's address;
  - (j) the address to which the repaired products are to be returned (ship to address) or the Services are to be provided as applicable; and
  - (k) the address of Motorola Solutions.
- 5.2. In addition with each request for the supply of Services, the Customer must supply a list of the serial numbers of the Motorola Solutions products to which the Services relate.
- 5.3. Each Service Order will, upon receipt and if subsequently accepted with a Service Order acknowledgement issued by Motorola Solutions, constitute a separate binding Service Agreement between Motorola Solutions and the Customer for the delivery by Motorola Solutions of the Services specified in the Service Order on the terms set out in the Service Agreement. Motorola Solutions will acknowledge receipt of Service Orders to the Customer confirming the accepted details of each such Service Order.
- 5.4. The terms of a Service Order submitted in relation to the Service Agreement must be consistent with the Terms and Conditions of Service and the submission of such a Service Order shall be deemed as acceptance by the Customer of all of these terms. If there is any inconsistency between the terms of the Service Agreement and the terms of the Customer's Service Order, the terms of the Service Agreement (being incorporated in the Service Agreement) shall prevail to the exclusion of the inconsistent terms of the Customer's Service Order which shall be void and of no effect.
- 5.5. On payment of the Price stated in submitted Service Orders, Motorola Solutions shall provide the Services.
- 5.6. The Service Agreements created under the terms of the Service Agreement by the submission and acceptance of Service Orders, unless specified otherwise in the relevant Service Description, are not cancellable by the Customer and any sums due in connection with such Service Orders will not be refunded by Motorola Solutions. Notwithstanding the above, if the relevant Billing Period(s) for each Service Agreement are not identical to the Service Period for such Service Order, the Customer must pay Motorola Solutions for the Service Order's entire Service Period.

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

## 6. PRICE.

The Customer shall pay the Price (as defined in Clause 5.1 (d) herein) for each Service Agreement. The Price is exclusive of all value added tax, municipal or other government excise, custom duties, sales, use, occupational or like taxes in force, and any such taxes shall be assumed and paid for by the Customer. In order to exempt a sale from sales or use tax liability, the Customer will supply a certificate of exemption or similar document to Motorola Solutions at the time it places a Service Order. The Price will remain as specified during the Service Period (as defined in Clause 5.1b) herein) of the Service Agreement.

## 7. INVOICING AND PAYMENT TERMS

7.1. Invoices will be provided by Motorola Solutions and paid by the Customer in advance of the applicable Billing Period(s) indicated in the submitted Service Order(s), unless agreed otherwise by the Parties in writing. All payment terms are thirty (30) days net from the date of invoice and invoices will be dated no earlier than forty five (45) days prior to the beginning of the relevant Billing Period(s).

7.2. Without prejudice to its other rights or remedies, Motorola Solutions reserves the right to charge late payment interest to the Customer undisputed invoices that have not been settled on or before the due date on the invoice. Late payment interest under the Agreement will be charged at the rate of six percentage points (6%) above the last reference rate announced by the Bank of England and calculated on a daily basis until payment is made in full.

## 8. NOTICES

8.1. All notices required to be given under the Service Agreement shall be in writing and delivered by hand, email, facsimile or by international overnight courier to the appropriate Party as follows:

- (a) Notices to the Customer shall be sent to the billing address as stated on front of the submitted Service Orders or at such address as may be notified by the Customer from time to time in writing.
- (b) Notices to Motorola Solutions shall be sent to the address identified in the signature block of the Service Agreement for attention of the Services Manager or at such address as may be notified by Motorola Solutions from time to time in writing.

8.2. The Customer shall notify Motorola Solutions of any changes to the Customer's contact information in writing. Motorola Solutions is not responsible, nor to be held liable, for undelivered notices due to changes to the Customer's contact information that Motorola Solutions was not notified of in writing.

## 9. ADDITIONAL SERVICES

9.1. The Service Descriptions clearly state what is outside the scope of the Services (and/or how the Services are limited and restricted) and therefore any services performed by Motorola Solutions which are outside the scope of the Services at the direction of the Customer will be considered to be additional services ("**Additional Services**") and shall incur an additional cost over and above the Price in accordance with Motorola Solutions' standard time and material rates as published from time to time. Any agreement to perform Additional Services will be in writing. Prior to carrying out any Additional Services, Motorola Solutions shall issue a quote to the Customer for approval.

9.2. Notwithstanding Clause 9.1, where the Customer has refused the quote for the Additional Services and the Services in Motorola Solutions' opinion either:

- (a) cannot be provided without the Additional Services; and/or
- (b) cannot be provided so as to ensure Motorola Solutions' applicable quality standards as notified by Motorola Solutions to the Customer from time to time are met, then Motorola Solutions shall have the right to refuse the provision of the Services.

Motorola Solutions' refusal to provide the Services in such circumstances shall not be considered a breach of the Service Agreement for the purposes of Clause 4.4 (c).

## 10. TIME SCHEDULE AND FORCE MAJEURE

10.1. All Services will be performed in accordance with the timings stated in the relevant Service Description (including the performance schedule if available), or if no specific timings are stated, within a reasonable time period. All response times relating to the Services acknowledged by Motorola Solutions are approximate and Motorola Solutions will not be liable for any loss or damage due to its failure to meet such times.

10.2. Motorola Solutions shall in no event be liable for any delay or default in its performance of any obligation under the Service Agreement caused directly or indirectly by:

- (a) an act or omission of the Customer; or
- (b) an act of God, war, terrorism, riot, embargo, civil commotion, malicious damage, acts of government, an act or omission of civil or military authority of a state or nation, compliance with a law or government order, rule, regulation or direction, accident, storm, fire, flood, breakdown of plant or machinery arising from any cause whatsoever, strike, lockout or labour problem other than a strike, inability to secure, delay in securing or shortage of labour, materials, supplies, transportation or energy, failures of subcontractors or suppliers, or any cause or causes beyond Motorola Solutions' reasonable control (a "Force Majeure Event").

10.3. At Motorola Solutions' option and following notice to the Customer, any of the foregoing causes shall be deemed to suspend such obligations of Motorola Solutions as long as any such cause shall prevent or delay performance, and Motorola Solutions agrees to make and the Customer agrees to accept performance of such obligations whenever such cause has been remedied, unless the time taken for the remedy to arise in case of a Force Majeure Event is longer than ninety (90) days, in which case either Party may terminate the affected Services.

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

## 11. LIMITATION OF LIABILITIES

- 11.1. Liability of the Parties is governed exclusively by the following provisions.
- 11.2. Nothing in this Agreement will exclude or limit either Party's liability for
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other act or omission, liability for which may not be limited under applicable law.
- 11.3. Subject to Clause 11.2, Motorola Solutions' maximum aggregate liability to the Customer:
- (a) in connection with any and all claims, whether in contract, warranty, tort (including negligence, or breach of statutory duty), patent or any other intellectual property infringement or otherwise for Products supplied by Motorola Solutions to the Customer under the Agreement, is limited to the total net value of the respective Service Order giving rise to the liability;
  - (b) for physical damage caused to real property of the Customer is limited to five hundred thousand US dollars (\$500,000) or local equivalent as at the date of claim per Service Order (depending on the Customer's purchasing currency). Motorola Solutions liability cap pursuant to this Clause 11.3(b) is subject to Motorola Solutions' ability (in accordance with local law) to maintain insurance covering the aforementioned liability in the jurisdiction in which the applicable liability arises.
- 11.4. Subject to Clause 11.2 and except for breach of Clause 14 (Confidential Information), neither Party shall be liable under or in connection with this Agreement for any:
- (a) loss of profit; or
  - (b) loss of revenues; or
  - (c) loss of business, or increased cost of doing or retaining business, or contracts, or loss of business opportunity; or
  - (d) loss of anticipated savings; or
  - (e) any destruction or loss of data (in each case, whether direct or indirect); or
  - (f) any consequential, indirect or special loss or damage.
- 11.5. Notwithstanding Clause 11.2 herein, Motorola Solutions is also not liable for:
- (a) damages, outages or degradation of the Services, which are based on incorrect or erroneous information from the Customer or reasons or problems which are based in the software or hardware of the Customer or third parties; or
  - (b) losses incurred due to the Customer's failure to take back up copies of software and data in accordance with best computing practice and the Customer acknowledges that it is its responsibility to take such back up copies.
- 11.6. Each provision of the Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

## 12. WARRANTIES

- 12.1. Motorola Solutions warrants that (subject to the other terms of the Service Agreement) the Services will be performed with reasonable skill and care and the Services will materially conform to their description as set out in the Service Descriptions. The Customer acknowledges that the Deliverables may contain recommendations, suggestions and/or advice from Motorola Solutions to the Customer ("Recommendations"). Motorola Solutions makes no warranties concerning the Recommendations, and the Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and for any results arising out of such implementation. Implementation of the Recommendations does not ensure or guarantee the security of the Customer's systems and operations evaluated in the Recommendations
- 12.2. Any Materials provided under the Service Agreement to the Customer are provided "as is." Motorola Solutions does not warrant that the Materials will meet the Customer's requirements, or that the operation of the Materials will be uninterrupted or error free, or that defects in the Materials will be corrected. Motorola Solutions makes no warranty with respect to the correctness, accuracy, or reliability of the Materials.
- 12.3. The Customer acknowledges, understands and agrees that Motorola Solutions does not guarantee or warrant that it will discover all of the Customer's security events (meaning any specific security events defined and further described in the Service Descriptions). Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with such security events, whether or not they are discovered by Motorola Solutions. The Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee or warranty.
- 12.4. The Customer acknowledges, understands and agrees that the equipment provided or used by Motorola Solutions to facilitate performance of the Services may impact or disrupt information systems. Except to the extent set out in this Clause 12, Motorola Solutions disclaims any responsibility for costs in connection with any such disruption of and/or damage to the Customer's or a third party's information systems, equipment, and the information and data, including, but not limited to, denial of access to a legitimate system user, automatic shutdown of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Services.
- 12.5. The Customer understands and agrees that products may be serviced with parts, components, or subassemblies that originate from returned / used material and/ or products that have been tested as meeting applicable specifications for equivalent new material and products. Motorola Solutions may also change the serial number of product(s) covered by the Services when the original product is damaged beyond economic repair if a replacement product is provided as part of the Services. Notification of the replacement product serial number will be provided to the Customer.
- 12.6. Except as expressly provided in the Service Agreement, all other conditions, warranties, terms, undertakings, statements and/or representations of any kind whatsoever, express or implied, whether by statute, common law, in any communication with the Customer and/or the end user or otherwise are excluded from the Service Agreement to the fullest extent permitted by law and Motorola Solutions specifically disclaims the implied terms, conditions and warranties of merchantability, satisfactory quality, non-infringement, or fitness for a particular purpose and makes no representations or warranties of any kind regarding any Third Party Software. Some jurisdictions do not allow the exclusion of implied terms, warranties or conditions, so the above exclusion may not apply to the Customer.

## 13. INDEMNIFICATION

## MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

The Customer will indemnify, defend and hold Motorola Solutions and/or any of its Affiliates (and/or its licensors) harmless from and against any and all claims, damages, costs, liabilities, expenses (including reasonable legal fees) or losses suffered or incurred by Motorola Solutions and/ or any of its Affiliates (and/or its licensors) in connection with the breach of the terms of any licences granted under the Service Agreement (including without limitation licences to use Third Party Software) by the Customer or any end user.

### 14. CONFIDENTIAL INFORMATION

- 14.1 Each Party is a disclosing party ("Discloser") and a receiving party ("Recipient") of Confidential Information under the Service Agreement. During the term of the Service Agreement and for a period of three (3) years from the expiration or termination of the Service Agreement, a Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees, agents or consultants of the Recipient who must be directly involved with the Confidential Information for the purposes of the Service Agreement and who are bound by confidentiality terms substantially similar to those in the Service Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (v) promptly notify the Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorised actions or other breach of the Service Agreement. Notwithstanding the above, Motorola Solutions may disclose Confidential Information to any of its Affiliates.
- 14.2 The Discloser consents to the disclosure of the Confidential Information to the extent strictly necessary for informing any subcontractors or suppliers of the Recipient who need to know such limited information in order to perform any assignments or handle any orders of the Recipient pursuant to the Service Agreement provided however that such subcontractors or suppliers will first have agreed with the Recipient to be bound by its confidentiality obligations hereunder or obligations which protect the Confidential Information to the extent protected hereunder in respect of such limited Confidential Information they will receive including appropriate obligations not to disclose the same to others and not to use it for other purposes as well as to return all such information to the Recipient upon completion of their assignment or other required performances.
- 14.3 The obligations of confidentiality will cease to apply to information which:
- (a) is at the date of the disclosure public knowledge through no fault of the Recipient; or can be shown by the Recipient to have been known to it before the information was disclosed by the Discloser; or
  - (b) is explicitly approved for release by written authorisation of the Discloser;
  - (c) is lawfully obtained from a third party or parties without a duty of confidentiality;
  - (d) is independently developed by a Party without the use of any of the other Party's confidential information or any breach of the Service Agreement; or
  - (e) is required to be disclosed by any applicable law or regulation.
- 14.4 In the event that a Party is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information belonging to the other Party, the first Party will give to the other Party prompt written notice of such request so that the other Party may seek a protective order or appropriate remedy. If, in the absence of a protective order, the first Party determines, upon the advice of counsel, that it is required to disclose Confidential Information belonging to the other Party, it may disclose such documentation only to the extent compelled to do so.
- 14.5 Confidential Information disclosed hereunder will remain the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for such copies as may be absolutely necessary in order to perform its obligations under the Service Agreement. Upon expiration or termination of the Service Agreement, or within ten (10) days of receipt of a Discloser's written request, a Recipient will return all Confidential Information to the Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, the Recipient may retain one archival copy of the Confidential Information which it may use only in case of a dispute concerning the Service Agreement.
- 14.6 If any data transfer is set under the laws and regulations of the United States, European Union and / or any other applicable countries, each Party has to abide by such. Specifically, but without limitation, each Party agrees that it will not in any form export, sell or transfer directly or indirectly, any products, documentation, technical data or software or a direct product thereof to any third party without first obtaining the appropriate licenses or other governmental approval required from the United States, European Union and / or any other applicable countries.

### 15. PROPRIETARY RIGHTS AND MATERIALS

- 15.1 Each Party (and/or its licensors) owns and retains all of its Proprietary Rights that exist on the commencement date of the Service Agreement.
- 15.2 Use of the Materials may be required by the Customer to assist with or facilitate its use of the Services and the Customer acknowledges that the Materials are the sole and exclusive property of Motorola Solutions (and/or its licensors) and Motorola Solutions (and/or its licensors) shall retain all Proprietary Rights in and to the Materials. The Customer acknowledges that Motorola Solutions may use and/or provide the Customer with access to the Materials.
- 15.3 Motorola Solutions owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables and/or the Services to the Customer. The Service Agreement does not grant to the Customer any shared development rights.
- 15.4 At Motorola Solutions' request and expense, the Customer will execute all papers and provide reasonable assistance to Motorola Solutions to enable Motorola Solutions to establish its Proprietary Rights.
- 15.5 Unless otherwise explicitly stated in the Service Agreement, the Service Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.
- 15.6 Neither Party shall have the right to use the name, trade marks or trade names of the other Party without prior written approval.
- 15.7 Motorola Solutions grants the Customer a limited, fully paid, restrictive, non-exclusive and non-transferable licence for the Customer to use the Materials for its internal business purposes only. Motorola Solutions' End-User Software License Agreement contained in Section 2 of the Motorola Solutions Standard Terms and Conditions of Sale for Radio Services applies to the use of the Materials and the Customer will not amend or vary the terms of such license agreement without Motorola Solutions' prior written consent.
- 15.8 Motorola Solutions reserves the right to audit the Customer records using an independent third party auditor to verify compliance with all licenses granted under the Service Agreement.

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

## 16. THIRD PARTY SOFTWARE

Software provided by Motorola Solutions to the Customer under the Service Agreement may contain one or more items of Third Party Software. The terms of the Service Agreement govern the Customer's use of any Third Party Software unless a separate Third Party Software license is included, in which case the Customer's use of the Third Party Software will then be governed by that separate license.

## 17. ENTIRE AGREEMENT

- 17.1 The Service Agreement constitutes the whole agreement between the Parties and supersedes any prior agreements and arrangements between the Parties in relation to its subject matter. Furthermore, unless expressly permitted in the Service Agreement, any terms proposed in any document submitted by the Customer or Motorola Solutions, which add to, vary from or conflict with the Service Agreement, are hereby excluded and any such terms proposed shall not apply.
- 17.2 The Customer acknowledges and agrees that in entering into the Service Agreement it does not rely on, and will have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a Party to the Service Agreement or not) other than as expressly set out in the Service Agreement.
- 17.3 Nothing in this Clause 17 shall operate to limit or exclude any liability for fraudulent misrepresentation.
- 17.4 The Service Agreement may be amended or modified only in writing signed by authorised representatives of both Parties.
- 17.5 Notwithstanding this Clause 17.5 Motorola Solutions has the right to amend the Service Agreement for the reasons specified in Clause 21 (Laws & Regulations) with thirty (30) days written notice to Customer.

## 18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 A "Dispute" for the purposes of this Clause 18 shall mean any question or difference which may arise concerning the construction, meaning or effect of any part of the Service Agreement or any dispute or claim arising out of or in connection with the Service Agreement (including non-contractual disputes or claims).
- 18.2 The Service Agreement shall be subject to English law and in the event of a Dispute will be subject to the non-exclusive jurisdiction of the courts in England.
- 18.3 Any Dispute shall in the first instance be referred to a meeting of the first management level of the Parties for discussion and resolution.
- 18.4 If the Dispute is not resolved at the first management level within seven (7) days of that meeting, the Dispute shall be referred to the second management level of the Parties who must meet within five (5) days (or such other period as the Parties may agree) of the referral to attempt to resolve the Dispute. If the Dispute is not resolved at the second management level, the Parties may exercise their rights under the Service Agreement.
- 18.5 Each Party shall use their reasonable endeavours to reach an amicable resolution via the dispute resolution procedure described in Clauses 18.3 and 18.4 ("Dispute Resolution Procedure"). The specific format for resolution shall be left to the reasonable discretion of the relevant management level, but may include the preparation and submission of statements of fact or position.
- 18.6 Neither Party may initiate any legal action until the Dispute Resolution Procedure has been completed, except where any Party has good cause to do so to avoid damage to its business or to protect or preserve any right(s) of action it may have.
- 18.7 Whilst the Dispute Resolution Procedure is being followed, the Parties shall be obliged to continue, as far as reasonably practicable in view of any Dispute, to fulfill their respective obligations under the Service Agreement.

## 19. ASSIGNMENT

Except as otherwise provided in this Section, neither Party may assign, delegate or transfer the Service Agreement or any of its rights or obligations under the Service Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign the Service Agreement to any of its Affiliates and may assign its right to receive payment under the Service Agreement without the prior consent of the Customer. In addition, for any Motorola Solutions divestiture, sale or other similar transaction (whether by way of merger, asset sale, stock sale, spin-off or otherwise) of a Motorola Solutions business (each a "Sale"), Motorola Solutions may, without the prior written consent of the Customer and at no additional cost to Motorola Solutions or to the assignee entity(ies), assign its rights and obligations under the Service Agreement, in whole or in part, to the assignee entity(ies).

## 20. NO PARTNERSHIP

Nothing in the Service Agreement or any document referred to in it or any arrangement contemplated by it will be construed as creating a partnership between the Parties for any purpose whatsoever and neither Party will have the power or authority to bind the other Party or impose any obligations on it for the benefit of any third party.

## 21. LAWS & REGULATIONS

- 21.1 Motorola Solutions shall not be liable for any breach of the Service Agreement directly or indirectly occasioned by or resulting from compliance with any regulatory action or decision taken by any competent authority in respect of the Service Agreement or any provision of the Service Agreement or if any provision of the Service Agreement is held to be void or unenforceable by such authority. Additionally, where necessary to comply with any relevant applicable law including any act or requirement of a competent authority or where Motorola Solutions for whatever reason has a regulatory requirement to make an amendment to the Service Agreement, Motorola Solutions may modify the Service Agreement in accordance with Clause 17.5 (Entire Agreement).
- 21.2 The Customer shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance of the Service Agreement and the importation and resale of the Services.

## 22. EXPORT CONTROL

The Services and all related technical information that Motorola Solutions may deliver or disclose to the Customer are subject to United States export control laws and may be subject to export or import restriction in other countries. The Customer shall at all times comply with the United States Export Administration Act of 1979, as may be amended from time to time (the "Export Act"), and the rules and regulations of such act. The Customer shall obtain all required licenses and approvals necessary to comply with the Export Act and any other applicable law, including the laws of England and Wales. Motorola Solutions may refuse to deliver Services to the Customer where the Customer is located in a country which the US Department of Commerce and/or the US Department of Treasury has placed an embargo ("Embargoed Countries").

## 23. SEVERABILITY

## **MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES**

If any provision (or part of any provision) of the Service Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision (or part of any provision) shall be severed and the remainder of its provisions will continue in full force and effect as if the Service Agreement had been executed with the invalid, illegal or unenforceable provision (or part of any provision) omitted.

24. **THIRD PARTY RIGHTS.** A third party that is not a party to the Service Agreement has no right under any legislation in any country giving rights to third parties to enforce any term of the Service Agreement.
25. **CONFLICTS**
  - 25.1 If there is any conflict or inconsistency between the Motorola Solutions Standard Terms and Conditions of Sale for Services, or any relevant Motorola Solutions quotation document, or the applicable Service Description, or the Motorola Solutions Service Order acknowledgement, then the Motorola Solutions Service Order acknowledgement will prevail to the extent of the conflict or inconsistency.
  - 25.2 Clause 5.4 shall apply if there is any inconsistency between the Motorola Solutions Standard Terms and Conditions of Sale for Services and the terms of the Customer's Service Order.
26. **WAIVER**

Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
27. **VARIATION**

The Service Agreement may be amended or modified only by a written instrument signed by authorised representatives of both Parties.
28. **SURVIVAL**

The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of the Service Agreement, shall survive termination, cancellation or expiration of the Service Agreement.



# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

## SECTION 2: MOTOROLA SOLUTIONS END-USER SOFTWARE LICENSE AGREEMENT:

This Motorola Solutions End-User Software License Agreement ("End-User License Agreement") is between Motorola Solutions Inc. (herein "Motorola Solutions") and End-User Customer to whom Motorola Solutions' proprietary software or Motorola Solutions Products containing embedded, pre-loaded, or installed software ("Products") is made available. This End-User License Agreement contains the terms and conditions of the license Motorola Solutions is providing to End-User Customer, and End-User Customer's use of the Software and Documentation.

### 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.

"Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement. To the extent, if any, that there is a separate license agreement packaged with, or provided electronically with, a particular Product that becomes effective on an act of acceptance by the end user, then that agreement supersedes this End-User License Agreement as to the end use of that particular Product.

### 2. GRANT OF LICENSE

2.1. Subject to the provisions of this End-User License Agreement, Motorola Solutions grants to End-User Customer a personal, limited, non-transferable (except as provided in Section 4), and non-exclusive license under Motorola Solutions' copyrights and confidential information embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with End-User Customer's use of the Products. This End-User License Agreement does not grant any rights to source code.

2.2. If the Software licensed under this End-User License Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this End-User License Agreement. If there is a conflict between the terms and conditions of this End-User License Agreement and the terms and conditions of the Open Source Software Licenses governing End-User Customer's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this End-User License Agreement. If requested by End-User Customer, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open source Software is provided under this End-User License Agreement; (ii) identify the Open Source Software and provide End-User Customer a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide End-User Customer a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### 3. LIMITATIONS ON USE

3.1. End-User Customer may use the Software only for End-User Customer's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited and will be deemed a breach of this End-User License Agreement. Without limiting the general nature of these restrictions, End-User Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

3.2. End-User Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software with other software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. End-User Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that End-User Customer may not operate that copy of the Software at the same time as the original Software is being operated. End-User Customer may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

3.3. Unless otherwise authorized by Motorola Solutions in writing, End-User Customer will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Product; or (ii) copy onto or transfer Software installed in one unit of a Product onto another device.

3.4. If End-User Customer is purchasing Products that require a site license, End-User Customer must purchase a copy of the applicable Software for each site at which End-User Customer uses such Software. End-User Customer may make one additional copy for each computer owned or controlled by End-User Customer at each such site. End-User Customer may temporarily use the Software on portable or laptop computers at other sites. End-User Customer must provide a written list of all sites where End-User Customer uses or intends to use the Software.

### 4. TRANSFERS

4.1. End-User Customer will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' 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.

### 5. OWNERSHIP AND TITLE

5.1. Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation. No rights are granted to End-User Customer under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to End-User Customer in this End-User License Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Products,

# MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

Documentation or related services remains vested exclusively in Motorola Solutions, and End-User Customer will not have any shared development or other intellectual property rights.

## 6. CONFIDENTIALITY

- 6.1. End-User Customer acknowledges 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 Solutions for which monetary damages would be inadequate. Accordingly, End-User Customer will limit access to the Software to those of its employees and agents who need to use the Software for End-User Customer's internal business.

## 7. MAINTENANCE AND SUPPORT

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

## 8. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 8.1. Unless otherwise specified in the applicable warranty statement, the Documentation or in any other media at the time of shipment of the Software by Motorola Solutions, and for the warranty period specified therein, for the first 120 days after initial shipment of the Software to the End-User Customer, Motorola Solutions warrants that the Software, when installed and/or used properly, will be free from reproducible defects that materially vary from its published specifications. Motorola Solutions does not warrant that End-User Customer's use of the Software or the Products will be uninterrupted or error-free or that the Software or the Products will meet End-User Customer's particular requirements.

MOTOROLA SOLUTIONS' TOTAL LIABILITY, AND END-USER CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF THIS WARRANTY WILL BE LIMITED TO, AT MOTOROLA SOLUTIONS' OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR PAYMENT OF END-USER CUSTOMER'S ACTUAL DAMAGES UP TO THE AMOUNT PAID TO MOTOROLA SOLUTIONS FOR THE SOFTWARE OR THE INDIVIDUAL PRODUCT IN WHICH THE SOFTWARE IS EMBEDDED OR FOR WHICH IT WAS PROVIDED. THIS WARRANTY EXTENDS ONLY TO THE FIRST END-USER CUSTOMER; SUBSEQUENT TRANSFEREES MUST ACCEPT THE SOFTWARE "AS IS" AND WITH NO WARRANTIES OF ANY KIND. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL MOTOROLA SOLUTIONS 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.

## 9. TERM AND TERMINATION

- 9.1. Any use of the Software, including but not limited to use on the Products, will constitute End-User Customer's agreement to this End-User License Agreement. End-User Customer's right to use the Software will continue for the life of the Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless End-User Customer breaches this End-User License Agreement, in which case this End-User License Agreement and End-User Customer's right to use the Software and Documentation may be terminated immediately by Motorola Solutions. In addition, if Motorola Solutions reasonably believes that End-User Customer intends to breach this End-User License Agreement Motorola Solutions may, by notice to End-User Customer, terminate End-User Customer's right to use the Software.
- 9.2. Upon termination, Motorola Solutions will be entitled to immediate injunctive relief without proving damages and, unless End-User Customer is a sovereign government entity, Motorola Solutions will have the right to repossess all copies of the Software in End-User Customer's possession. Within thirty (30) days after termination of End-User Customer's right to use the Software, End-User Customer must certify in writing to Motorola Solutions that all copies of such Software have been returned to Motorola Solutions or destroyed.

## 10. UNITED STATES GOVERNMENT LICENSING PROVISIONS

- 10.1. This Section applies if End-User Customer is the United States Government or a United States Government agency. End-User Customer's use, duplication or disclosure of the Software and Documentation under Motorola Solutions' copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, End-User Customer's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this End-User License Agreement. The provisions of this End-User License Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the End-User Customer under the provisions of the FAR and DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## 11. GENERAL

- 11.1. Copyright Notices. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.
- 11.2. Compliance with Laws. End-User Customer acknowledges that the Software is subject to the laws and regulations of the United States and End-User Customer will comply with all applicable laws and regulations, including export laws and regulations of the United States. End-User Customer will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
- 11.3. Third Party Beneficiaries. This End-User License Agreement is entered into solely for the benefit of Motorola Solutions and End-User Customer. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this End-User License Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this End-User License Agreement.
- 11.4. Waiver. No waiver of a right or remedy of a Party will constitute a waiver of another right or remedy of that Party.

## MOTOROLA SOLUTIONS STANDARD TERMS AND CONDITIONS OF SALE FOR RADIO SERVICES

- 11.5. Assignments. Motorola Solutions may assign any of its rights or sub-contract any of its obligations under this End-User License Agreement or encumber or sell any of its rights in any Software, without prior notice to or consent of End-User Customer.
- 11.6. Causes of Action. End-User Customer must bring any action under this End-User License Agreement within one year after the cause of action arises except that warranty claims must be brought within the applicable warranty period.
- 11.7. Entire Agreement and Amendment. This End-User License Agreement contains the parties' entire agreement regarding End-User Customer's use of the Software and may be amended only in a writing signed by both parties, except that Motorola Solutions may modify this End-User License Agreement as necessary to comply with applicable laws and regulations.
- 11.8. Governing Law. This End-User License Agreement is governed by the laws of the State of Delaware in the United States to the extent that they apply and otherwise by the internal substantive laws of the country to which the Software is shipped if End-User Customer is a sovereign governmental entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a Party's performance under this Agreement, UCITA does not govern any aspect of this End-User License Agreement or any license granted under this End-User License Agreement, or any of the parties' rights or obligations under this End-User License Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 11.9. Dispute Resolution. Unless End-User Customer is a sovereign governmental entity, any dispute arising from or in connection with this End-User License Agreement shall be submitted to the sole and exclusive forum of the state and federal courts sitting in New Castle County, Delaware (the "Delaware Courts"), and each Party irrevocably submits to the jurisdiction of the Delaware Courts for the litigation of such disputes. Each Party hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding brought in the Delaware Courts, any claim or defense that the Party is not subject to the jurisdiction of the Delaware Courts, that the Delaware Courts are an inconvenient forum, or that the Delaware Courts are an improper venue.