

Motorola Solutions Data Access and Sharing Addendum

This Data Access and Sharing Addendum (this “**Addendum**”) is entered into between Motorola Solutions (“**Motorola**”) and the entity purchasing Connected Products and Related Services from Motorola (“**Customer**”), as defined in the existing agreement entered into between the Parties (the “**Agreement**”). In the event of a conflict between this Data Access and Sharing Addendum, the Agreement or any Schedule, Annex or other addenda to the Agreement (other than the Data Processing Addendum), this Data Access and Sharing Addendum will prevail. In case of conflict between this Data Access and Sharing Addendum and the Data Processing Addendum, the Data Processing Addendum will prevail.

1. Definitions

Capitalized terms used in this Addendum, but not defined herein, will have the meanings set forth in the applicable Agreement or other applicable addenda. In addition, the following definitions apply:

Connected Product

means a product sold or leased by Motorola to the Requesting User under the Agreement and satisfying the definition of ‘Connected Product’ provided under Article 2(5) of the EU Data Act ;

Customer’s Protection Measures

has the meaning set forth in Clause 6.2 of this Addendum;

Data

means Product Data and Related Service Data that Motorola can obtain from the Connected Product or Related Service without disproportionate effort going beyond a simple operation;

Data Recipient

means a natural or legal person, acting for purposes which are related to that person's trade, business, craft or profession, other than the Customer, to whom Motorola makes the Data available, following a request by the Customer to Motorola or in accordance with a legal obligation under Union law or national legislation adopted in accordance with Union law ;

EU Data Act

means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (Data Act) and any delegated acts, implementing acts and/or standards adopted in accordance therewith;

Product Data

means data generated by the use of a Connected Product that are designed to be retrievable, via an electronic communications service, physical connection or on-device access, by the Customer, Motorola or a third-party and identified as such on this page [Transparency Disclosures](#);

Related Service

means a service provided by Motorola to the Customer, related to a Connected Product, and satisfying the definition of 'Related Service' provided under Article 2(6) of the EU Data Act;

Related Service Data

means data representing the digitisation of the Customer's actions or of events related to the Connected Product, recorded intentionally by the Customer or generated as a by-product of the Customer's action during the provision of a Related Service and identified as such on this page [Transparency Disclosures](#);

Trade Secret

means information which meets all of the following requirements: (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) it has commercial value because it is secret; (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;

User

means a natural or legal person that owns a Connected Product or to whom temporary rights to use that Connected Product have been contractually transferred, or that receives related services.

2. Purpose. The purpose of this Addendum is to set out the contractual terms applicable to the rights and obligations of Motorola and the Customer as provided under Chapter II of the EU Data Act.

3. Use of Product Data and Related Service Data. Without prejudice to the rights granted to Motorola under the Agreement, Customer grants Motorola the right to use the Data (i) to the extent necessary for the purpose of fulfilling Motorola's obligations under Chapter II of the EU Data Act (ii) performing the Agreement or activities related to the Agreement, (iii)

providing support, warranty, guarantee or similar activities or to assess Customer's, Motorola's or third-party's claims related to the Connected Product or Related Service; (iv) monitoring and maintaining the functioning, safety and security of the Connected Product or Related Service and ensuring quality control; (v) improving the functioning of any Connected Product or Related Service offered by Motorola; (vi) developing new products or services by Motorola, by third parties acting on behalf of Motorola, including in collaboration with other parties or through special purpose companies (such as joint ventures); (vii) aggregating Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties.

4. Customer's warranties. The Customer warrants and represents that they are either the owner of the Connected Product or contractually entitled to use the Connected Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract. Customer commits to provide upon duly substantiated request to Motorola any relevant documentation to support these warranties, where necessary. The Customer warrants and represents that it has read the information on the type or nature, estimated volume, collection frequency, storage location and duration of retention of the Data available on this page [Transparency Disclosures](#) provided by Motorola in accordance with Article 3 of the EU Data Act. The Customer further acknowledges that Motorola is entitled to unilaterally modify the information on this page if this is objectively justified by the normal conduct of business of Motorola. Motorola will inform the user of such modification.

5. Unauthorized use or sharing of Data. Customer may not (i) access, use or share the Data, if such processing could undermine security requirements of the Connected Product or Related Service, as laid down by Union or national law, resulting in a serious adverse effect on the health, safety or security of natural persons, (ii) use the Data to create or enable products or services competing with the products made available by Motorola nor share the data with a third-party with that intent (iii) use such Data to derive insights about the economic situation, assets and production methods of Motorola, (iv) provide false information to Motorola, deploy deceptive or coercive means or abuse gaps in the technical infrastructure of Motorola which is designed to protect the Data in order to obtain access to Data (v) use the Data in a manner that adversely impacts the security of the Product or any Related Service, (vi) share the Data with a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and/or (vii) alter any technical protection measures put in place by Motorola. The Customer may only use the Data in accordance with the terms of this Agreement and for lawful purposes. A breach of this Clause 5 entitles Motorola to terminate the Agreement with the Customer.

6. Trade Secrets

- 6.1. Trade Secrets shall be considered Confidential Information under the Agreement and, in addition to the confidentiality terms of the Agreement, are subject to the Trade Secret Terms of this Clause 6, which shall survive termination of this Agreement.. Such Trade Secret information will be held in confidence at all times during the continuance of this Agreement, and will be held in confidence in perpetuity after the expiration or earlier termination of this Agreement for any reason whatsoever. During the term of this Agreement, Recipient will (i) restrict disclosure of Trade Secret information to only those employees, agents or consultants who must be directly involved with the Trade Secret information and who are bound by confidentiality terms substantially similar to those in this Agreement; (ii) not reverse engineer, de-compile or disassemble any Trade Secret information or use the Trade Secret Information for any purpose beyond those allowed under the EU Data Act; and (iii) promptly notify Motorola upon discovery of any unauthorized use or disclosure of the Trade Secret information and take reasonable steps to regain possession of the Trade Secret information and prevent further unauthorized actions or other breach of this Agreement. Customer acknowledges that unauthorized disclosure or unauthorized use of the Trade Secret information would cause irreparable harm to Motorola, the amount of which may be difficult to ascertain. Accordingly, Customer agrees that Motorola shall have the right injunctive relief (in addition to any other remedies available at law or in equity) for any actual or threatened breach of this Agreement.
- 6.2. Prior to the disclosure of Trade Secrets to the Customer, the Customer must apply the necessary protective measures to protect Trade Secrets as detailed under Appendix 3 and at least encryption measures, appropriate firewalls, implement split storage, implement appropriate internal governance measures, appropriate identity management and access controls, involvement of a trusted third-party, confidentiality agreements (“**Customer’s Protection Measures**”). Implementation will be verified and validated by Motorola. Appendix 3 of this Addendum may be amended by Motorola from time to time and Motorola may request that additional protection measures or changes to protection measures be adopted, if it considers them insufficient to adequately protect Data protected as Trade Secret.

- 6.3. If the Customer wants to make Data protected as Trade Secrets available to a third-party, the Customer must inform Motorola in advance without undue delay and give Motorola the identity, place of establishment and contact details of the third-party. No disclosure will be made by the Customer unless Motorola has executed a separate confidentiality agreement with the third party.
- 6.4. Without limitation to its other rights in relation to its Trade Secrets, Motorola may also refuse access to Trade Secrets to the Customer or to any third party if the Customer has not implemented the Customer's Protection Measures in accordance with this Clause 6 and/or if there is a likelihood of serious economic harm from disclosure of the concerned Trade Secrets to Customer. Such refusal may be based on the following non-exhaustive list of criteria: the enforceability of Trade Secrets protection in third countries, the confidentiality level and sensitivity of the data, and the uniqueness or novelty of the Connected Product or Related Service.
- 6.5. If the Customer fails to implement and maintain Customer's Protection Measures, Motorola is entitled to withhold or suspend the sharing of the identified Trade Secrets, until the Customer has resolved the incident. Motorola will inform the Customer of such suspension.
- 6.6. In case of circumstances provided under Clauses 6.4 and 6.5, Motorola may terminate this Addendum with regard to the Trade Secrets if no resolution has been found by the Parties after fifteen (15) days from notice sent by Motorola and despite an attempt to find an amicable solution after intervention by the competent authority designated under Article 37 of the EU Data Act.
- 6.7. In order to verify if and to what extent the Customer has implemented and is maintaining the Customer's Protection Measures, the Customer agrees to either (i) annually obtain, at Customer's expense, a security conformity assessment audit report from an independent third-party chosen by the Customer, or (ii) to annually allow, at Motorola's expense, a security conformity assessment audit from an independent third-party chosen by Motorola. Such security audit report must demonstrate

Customer's compliance with this Clause 6. The results of the audit report will be submitted to both Parties without undue delay. Where the results of the audit report conclude that Customer's Protection Measures do not suffice to protect Trade Secrets, Motorola may, by giving notice to Customer with a description of the inadequacy of the measures, unilaterally decide not to disclose Trade Secrets to the Customer.

- 6.8. Without prejudice to other remedies available to Motorola in accordance with the Agreement or applicable law, if the Customer alters or removes technical protection measures applied by Motorola or does not maintain the Customer's Protection Measures, Motorola may request the Customer: (i) to erase the Data made available by Motorola or any copies thereof; and/or (ii) end the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through the identified Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those data will cause significant harm to Motorola or where such a measure would not be disproportionate in light of the interests of Motorola; and/or (iii) compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.
- 6.9. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to any failure by the Customer to comply with the terms of this Clause 6.

7. Data access by the Customer upon request

7.1. Where the Data cannot be directly accessed by the Customer, the Customer or a third-party acting on their behalf may issue a request to access Data to Motorola by using the form found here: [Data Access and Sharing Form](#).

7.2. If the Customer is unable to access the Data, the Customer shall notify Motorola with a detailed description of the issue. In case of notification, Motorola and the Customer must cooperate in good faith to identify the reason of the issue.

7.3. Motorola may request any information required to verify that the Customer or the third-party acting on their behalf is entitled to issue the request. No access to Data will be provided pending such verification.

8. Data sharing with a third-party, including a Data Recipient

8.1. Any request from the Customer or a third-party acting on their behalf to have the Data shared with a third-party, including a Data Recipient shall be made by using the form found here: [Data Access and Sharing Form](#) and conditioned upon and subject to a contract between the Customer and such third-party.

8.2. The sharing of Data with a Data Recipient shall be conditioned upon and subject to the execution separate contractual terms entered into between Motorola and the concerned Data Recipient in accordance with Chapter III and Chapter IV of the EU Data Act.

8.3. In case of sharing of Data with a third-party other than a Data Recipient, the Customer shall remain responsible for the use of the Data by such third-party and for making sure that the third-party complies with the terms of this Agreement as applicable. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to the use of the Data by the third-party with whom the Data is shared.

8.4. The Customer acknowledges that a request under this Clause 8 cannot benefit a third-party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products, substances or processes that are not yet placed on the market.

8.5. The Customer acknowledges and agrees that the third-party, including a Data Recipient shall only process the Data made available to them pursuant to Clause 8.1 for the purposes and under the conditions agreed with the Customer in the agreement between the Customer and the Data Recipient which shall not contradict the provisions of this Agreement.

8.6. Motorola may request any information required to verify that the Customer or the third-party acting on its behalf is entitled to issue the request and that the Data Recipient concluded an agreement with the Customer. No Data will be shared to Data Recipient pending such verification.

9. Use of intermediation services. Motorola may use the services of a third-party (including a third-party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the Customer's rights under Clauses 7 and 8 of this Addendum. Such third-party will not be considered a Data Recipient and such services may be offered by a provider considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925, unless they process the Data for its own business purposes.

10. Subsequent Users and Multiple Users

10.1. Without prejudice to the Agreement, where the Customer contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent person ("**Subsequent User**") and loses the status of a User in relation to that Product after the transfer, the Customer must immediately notify Motorola of the transfer, and provide to Motorola the necessary contact details of the Subsequent User.

10.2. Where the Customer grants a right to use a Connected Product and/or Related Service(s) to another party, including an Authorized User ("**Additional User**") the Customer acts as a first contact point for the Additional User, if the Additional User makes a data

access request under Articles 4 or 5 of the EU Data Act in accordance with the terms set out herein and Customer shall remain responsible for insuring that these Additional Users comply with the terms of this Addendum. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities and expenses expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to the use of the Data by an Additional User in breach of the terms of this Addendum.

11. Personal Data. Motorola will only make Personal Data available to the Customer or a third-party, including a Data Recipient when there is a valid legal basis for making Personal Data available under Article 6 of Regulation (EU) 2016/679 and only, where relevant, the conditions set out in Article 9 of the GDPR and of Article 5(3) of Directive 2002/58/EC are met. In that respect, Customer or the third-party making the request must indicate to Motorola, in each request, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of Regulation (EU) 2016/679 and Article 5(3) of Directive (EU)2002/58) upon which the making available of Personal Data is requested.

12. Dispute Settlement. Without prejudice to Dispute provisions set out in the Agreement, the Parties may choose a dispute settlement body, certified in accordance with paragraph 5 of Article 10 of the EU Data Act to settle disputes arising from this Addendum.

Appendix 1: Form for an access request by the User

Identification of the User	Name: <i>Specify</i> Contract n°: <i>Specify</i>
Identification of the person making the request on behalf of the User (if applicable)	Name: <i>Specify</i> Relationship with the User: <i>Specify</i> Please attach evidence of the power to act on behalf of the User
Products and/or Services concerned by the request	Product/Service 1: <i>Specify (e.g. serial number)</i> Product/Service 2: <i>Specify (e.g. serial number)</i>
Data points concerned by the request	All data which is readily available to the Data Holder Other: <i>Specify the data points covered by the request</i>
Nature of the requested Data	Including personal Data <i>If the User is not the data subject, specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled</i>

	Only non-personal Data
Date of Data concerned by the request	Past data: <i>Specify the period</i> Future data: <i>Specify the period</i>
Timing of access to the Data (<i>depending on what is specified in transparency page</i>)	Continuously Realtime Other: <i>please specify</i>
Modalities for access to the Data (<i>depending on what is specified in transparency page</i>)	Transfer of the Data Access to the Data where it is stored
Destination for the transfer:	<i>Specify depending on the answer to the previous point</i>
Date of the request	<i>Specify</i>

Appendix 2: Form for an access request by the User to make data available to a third-party

Identification of the User	Name: <i>Specify</i> Contract n°: <i>Specify</i>
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Identification of the person making the request on behalf of the User (if applicable)	Name: <i>Specify</i> Relationship with the User: <i>Specify</i>
Products and/or Services concerned by the request	Product/Service 1: <i>Specify</i> Product/Service 2: <i>Specify</i>
Data concerned by the request Please note: does not apply in the context of the testing of new connected products, substances or processes that are not yet placed on the market	Option 1: All data which is readily available to the Data Holder Option 2: <i>Specify, in accordance with transparency page</i> Option 3: As specified by the Data Recipient in the contract between the Data Holder and the Data Recipient
If the data includes personal data	<i>Specify valid legal basis for processing under Article 6 of Regulation (EU) 2016/679 and, where relevant, how the conditions of Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC are fulfilled</i>
Identification of the third-party Please note: cannot be a gatekeeper under Article 3 of Regulation (EU) 2022/1925	Name: <i>Specify</i> Contact details: <i>Specify</i>

Appendix 3: Trade Secrets & Customer's Protection Measures

In addition to the requirements of Section 6.2 of this Addendum, Customer must apply the following protective measures with respect to Motorola Trade Secret Information disclosed to it under this Addendum:

1. Customer will protect Motorola Trade Secret Information at least as securely as it protects its own Trade Secret Information; and
2. Customer must have in place appropriate security measures consistent with NIS2, or if out of scope of NIS2 then customer must maintain ISO27001 and ISO22301 certifications, verification of which shall be provided to Motorola upon Motorola's request.