

## Motorola Solutions Data Act Switching Addendum

### ("Addendum")

This Addendum implements the EU Data Act (as defined below) with effect from 12 September, 2025. 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 Addendum, the Agreement or any Addenda or other schedule to the Agreement (other than the Data Processing Addendum), this Addendum will prevail. In case of conflict between this Addendum and the Data Processing Addendum, the Data Processing Addendum will prevail.

#### 1. Definitions

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

<b>"Agreement"</b>	means the contract between Motorola and the Customer with respect to the provisions of the Data Processing Service(s).
<b>"Data"</b>	means the data as defined in Annex 1 of this Addendum.
<b>"Data Processing Service(s)"</b>	means the Products and Services purchased by the Customer under the Agreement that qualify as a data processing service as defined by Art. 2(8) EU Data Act.
<b>"Data Retrieval Period"</b>	means the period as defined in Clause 8.1.
<b>"Destination Provider"</b>	means a different provider of data processing services, as defined in the EU Data Act, that is not Motorola.
<b>"Digital Assets"</b>	means the data as defined in Annex 1 of this Addendum.
<b>"Early Termination Charges"</b>	means the Fees as defined in Clause 9.2 of this Addendum.

<b>"EU Data Act"</b>	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)
<b>"Exportable Data"</b>	means Data and Digital Assets.
<b>"Notice Period"</b>	means the two-month period (or such other period as agreed in writing by the Parties) commencing upon the receipt by Motorola of a Valid Request.
<b>"ICT"</b>	means information and communication technology.
<b>"Same Service Type"</b>	means a category of data processing service (as defined in the EU Data Act) that shares the same primary objective, data processing service model and main functionalities as the Data Processing Service(s) provided by Motorola under the Agreement and that it the subject of a Switching request.
<b>"Switching"</b>	means the process whereby Customer changes from using a Data Processing Service of Motorola provided under the Agreement, if any, (i) to using another service of the Same Service Type offered by a Destination Provider, or (ii) to an on-premises ICT infrastructure, including through extracting, transforming and uploading the data.
<b>"Switching Charges"</b>	means the costs for Switching defined in Clause 9.1 of this Addendum which are considered as Fees for the purposes of the Agreement.
<b>"Transitional Period"</b>	means the period commencing on the date starting at the end of the Notice Period initiated by the receipt of a Valid Request.
<b>"Valid Request"</b>	means a request satisfying the requirements in Clause 4.2 and 4.3.

**"Working Days"** means any day other than a Saturday, Sunday or a public holiday in the jurisdiction where Motorola is established.

## 2. Information Obligations of Motorola

2.1 Customer acknowledges that before placing the order for the Data Processing Services, Motorola provided the Customer with clear information about:

2.1.1 Motorola's Fees and, where applicable, Early Termination Charges;

2.1.2 the Switching Charges;

2.1.3 services that involve highly complex or costly Switching, or for which it is impossible to switch without significant interference in the Data, Digital Assets or service architecture, where relevant;

2.1.4 specific services where the obligations on Switching and exit do not apply, where relevant.

2.2 Motorola provides an on-line register with describing Data structures and formats, relevant standards and open interoperability specifications, where Exportable Data are available at [Transparency Disclosures](#).

## 3. Switching and Exit Plan

3.1 The 'switching and exit plan' ("**Plan**") in **Appendix 1** forms an integral part of the Addendum and will be implemented by the Parties. The Plan contains:

3.1.1 an exhaustive specification of all categories of Data and Digital Assets that can be transferred as part of the Switching process, including at a minimum all Exportable Data;

3.1.2 an exhaustive specification of all categories of Data specific to the internal functioning of the Data Processing Service that will be exempted from the Switching due to a risk of breach of Motorola's trade secrets.

3.1.3 clear information concerning any known risks to continuity in the provision of the functions or services on the part of Motorola.

3.2 Switching shall be treated as a Service[4] under the Agreement.

## 4. Switching Request, Procedure

**4.1** The Customer initiates the Switching by sending Motorola notice of its intent to switch in the form of a Valid Request, in accordance with this Clause 4 and as indicated in Clause 11. The Notice Period will commence when Motorola receives a Valid Request.[5] If the Customer

wishes to switch only with regard to certain Products and Services and the corresponding Data or Digital Assets, this must be specified in the Valid Request. The Customer may give notice by using the form in **Appendix 2**.

4.2 Customer shall specify in the Valid Request the relevant Data Processing Service and whether the Customer intends:

4.2.1 to switch to a Destination Provider of the Same Service Type. In this case the Customer shall provide necessary details of the Destination Provider and the services offered by the Destination Provider;

4.2.2 to switch to Customer's on-premises ICT infrastructure;

4.2.3 erase their Exportable Data and give notice by using the form in **Appendix 4**.

4.3 In addition to the information set out above, a Valid Request must include all other details necessary for Motorola to enable the Switching or the erasing of Exportable Data, including, as applicable, details about the Destination Provider, the destination ICT infrastructure, the envisaged timing and the Customer representative(s) responsible for the process. Determination of whether a specific service qualifies as the Same Service Type shall be made by Motorola in good faith, taking into account the primary purpose, essential features of the services as described in the Valid Request by the Customer. In the scenario contemplated by Clause 4.5, below, a Valid Request will also include the proof of authorization.

4.4 Motorola confirms to the Customer the receipt of the switching notice using the same way of communication as the one used by the Customer. If the request received does not contain the information required to constitute a Valid Request, Motorola will promptly inform the Customer of which information is missing and Customer may resubmit the request with the missing information.

4.5 A request for Switching may also be submitted by a third party authorized by the Customer, in which case the request must include proof of the Customer authorization to the third party.

4.6 Motorola and the Customer shall, and the Customer shall ensure that any Destination Provider involved in the Switching will, cooperate in good faith to make the Switching effective, enable the timely transfer of data and maintain the continuity of the Data Processing Services concerned.

## 5. Transitional Period

5.1 The Transitional Period shall be thirty (30) days or such other time as agreed by the Parties in writing.

5.2 If Motorola determines that it will not be technically feasible to complete the Switching within the agreed Transition Period, Motorola shall:

5.2.1 notify the Customer within 14 Working Days after receiving the Valid Request;

5.2.2 indicate an alternative Transitional Period, which must not exceed seven (7) months from the date of the Customer's Valid Request; and

5.2.3 explain why adhering to the Transition Period is not technically feasible.

5.3 The Customer shall confirm the receipt of the notice for alternative Transitional Period within three (3) Working Days. Failure to confirm receipt will be treated as acceptance of the alternative proposal.

5.4 The Customer may extend the Transitional Period once, for a period but in no case for any period longer than three (3) months ("Alternative Transition Period"). Customer shall notify Motorola of the change before the end of the original Transitional Period and indicates the Alternative Transitional Period. The Customer shall use the form set out in in Appendix 4 to provide notice of its request for an Alternative Transition Period.

6. Obligations of Motorola during the Switching. Motorola shall provide reasonable assistance to the Customer and third parties authorised by the Customer to assist with the Switching once the Switching process starts and throughout its duration. To this effect, Motorola shall:

6.1 act with due care to maintain business continuity and continue to provide the functions or Data Processing Service(s) under the Agreement;

6.2 provide clear information concerning known risks to service continuity with respect to the relevant Data Processing Services on the part of Motorola; and

6.3 maintain a high level of security throughout the Switching, in particular for the security of the Data during their transfer, consistent with the level of security provided in accordance with the terms of this Agreement.

7. Obligations of the Customer during the Switching

7.1 The Customer undertakes to take all reasonable measures to achieve effective Switching. The Customer is responsible for the import and implementation of Data and Digital Assets in their ITC infrastructure or in the systems of the Destination Provider, including where the Customer uses the Data Processing Services of a third party for these actions.

7.2 Customer shall notify Motorola the successful Switching promptly and without undue delay. Any costs with associated with Customer's delay shall be borne by the Customer.

7.3 If applicable and without prejudice to Article 30(6) of the Data Act, the Customer and Motorola, or third parties mandated by them, undertake to respect the intellectual property rights of any materials provided in the Switching by Motorola, as well as Motorola's trade secrets, which are considered Confidential Information under the Agreement. The Customer undertakes to provide access to, and enable the use of these materials by third parties mandated by them only insofar as this is absolutely necessary to complete the Switching and only upon the Motorola's explicit authorization and provided that such third parties are bound by appropriate contractual confidentiality obligations. The access to and use of the Motorola' materials related to the Switching which are protected by intellectual property rights and/or trade secrets related to the Switching will be terminated no later than at the end of the agreed Transitional Period, including the Alternative Transitional Period, in full compliance with the confidentiality commitments and the intellectual property rights granted by Motorola. In all other aspects, the Customer's confidentiality obligations as provided by the Agreement shall remain unchanged by this Addendum.

7.4 The Customer shall act in good faith to implement any instructions related to the Switching given by Motorola.

## 8. Data retrieval and Data erasure

8.1 The Customer may retrieve or erase their Exportable Data during the Data Retrieval Period. The period of the retrieval of Exportable Data shall be thirty (30) days ("**Data Retrieval Period**").

8.2 At the end of Data Retrieval Period, and if the Switching has been successfully completed, Motorola shall erase all Exportable Data generated by the Customer or directly related to the Customer.

## 9. Switching charges and Early Termination Fees

9.1 If a Valid Request results in the termination of the Agreement pursuant to Clause 10 prior to the agreed fixed term of the Agreement, Motorola may invoice Customer for an amount equal to the Fees that would have been due or payable by Customer if the Agreement had not been terminated before the end of its term, minus any costs directly attributable to the performance of the Agreement that Motorola would have incurred by the end of that term but will not incur due to the early termination ("**Early Termination Charges**"). The Early Termination Charges shall become due and payable in accordance with the payment terms of the Agreement.

10. Termination. Notwithstanding any provision to the contrary in the Agreement, and without limitation to the termination rights set out in the Agreement, the Agreement will be considered terminated between the Parties on the date that one of the following events occurs:

10.1 Where applicable, upon the successful completion of the Switching. If the successful completion of the Switching occurs before the expiry of the agreed duration of the Agreement, then the Early Termination Fees set out in Clause 9.1 will become due; or

10.2 At the end of the Notice Period, if the Customer has requested the erasure its Exportable Data, upon termination of the Data Processing Service, unless otherwise agreed by the Parties.

11. Warranties. The Services provided by Motorola under this Addendum are provided “AS IS” and with all faults. If any clause(s) contain Motorola’s warranty disclaimer and warranty exclusions in the Agreement they shall apply *mutates mutandis* to such Services.

12. LIMITATION OF LIABILITY. WITH RESPECT TO THE SWITCHING SERVICE PROVIDED PURSUANT TO THIS ADDENDUM, TO THE EXTENT ALLOWED BY THE APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA WILL NOT EXCEED THE TOTAL VALUE OF THE AGREEMENT.

13. Notices. The Parties agree any notification between them in respect of switching and exit to be done as agreed in the Agreement.

14. Order of Precedence. In the event of any conflict or inconsistency between these clauses on switching and exit and any other applicable contractual arrangements, terms, conditions or other applicable Agreements related to switching between Data Processing Service, these clauses will take precedence.

## **Appendix 1 – Switching and Exit Plan, Switching Checklist**

### **Contact details**

(a) Motorola’s contact for Switching and exit: [EDAct@motorolasolutions.com](mailto:EDAct@motorolasolutions.com)

(b) Customer’s contact for Switching and exit: Contact information as provided in the Agreement

### **2. The Customer must provide a Valid Request**

### **3. Provider’s obligations to react to the written notice**

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Within 60 days, Motorola will reply to the Customer in writing, with the following information:[A1]

(a) confirmation of categories of Exportable Data to be transferred during the Switching

(i) Data:

- All Data imported by the Customer at the beginning of the Agreement including metadata (*input Data*): as indicated in the Agreement or if the Agreement does not specify then a format as stipulated in the EU Data Processing Service Transparency Disclosure for the particular service.
- All Data directly or indirectly co-generated by the Customer's use of the Data Processing Service: as indicated in the Agreement or if the Agreement does not specify then a format as stipulated in the EU Data Processing Service Transparency Disclosure for the particular service.

(b) Motorola's list of categories of data that are exempted:

Categories of data specific to the internal functioning of Motorola's Data Processing Service where a risk of breach of Motorola's trade secrets exists: Sensitive trade secrets that may include telemetry data.

#### **4. Confirmation of the Data to be switched**

The Customer will indicate which Exportable Data they want to receive within the agreed (or alternative) transitional period.

#### **5. Order, timing and testing**

During the Transitional Period:

- (a) The agreed order and timing for exporting and transferring the chosen Exportable Data is as follows: to be agreed between the parties
- (b) Description of the testing method proposed by Motorola: to be agreed between the parties

(c) Motorola or the Customer using Motorola's tools and processes will test the export and transfer to the agreed location with a part of the agreed Data and digital assets, to confirm or adapt the order and timing.

(d) The Customer will test the import and implementation of the agreed Exportable Data in their own systems or the systems of the Destination Provider.

(e) If there are problems with the testing or the results of the testing, Motorola and the Customer will determine whether they arise from the export of the agreed Exportable Data and transfer processes under Motorola's responsibility or from their import and implementation processes under the Customer's responsibility

## **6. Execution of the Switching**

(a) Motorola shall export (without deleting) and transport by electronic or physical means the Exportable Data to the location specified by the Customer and the Customer (or any third parties the Customer has authorised) must import and implement the Exportable Data into their own systems or in the systems of the Destination Provider.

(b) The Customer (or any third parties the Customer has authorised) shall test the functionalities in their environment or the environment of the Destination Provider and document for Motorola any problems that arise from (i) the quality of the Exportable Data exported or (ii) insufficient information given by Motorola.

(c) Motorola must react so that the Customer can switch within the mandatory transitional period.

## **7. Successful switching**

As soon as the Customer notifies Motorola that the Switching is successfully completed, Motorola undertakes to notify the Customer immediately of the contract termination. If the Customer does not notify Motorola about successful switching or the lack thereof, while Motorola has grounds to believe that the switching was successfully completed by the Customer, Motorola may send the Customer the request for confirmation whether the successful switching took place. If the Customer will not confirm successful switching within 14 calendar days from such request, it is deemed that the switching was not successful, and the Agreement will not be terminated.

## **Switching checklist**

Either the information required is explicitly mentioned hereunder or the information required can be found at [Trust Center: Compliance - Motorola Solutions](#)

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- (a) Specification of all categories of Exportable Data that can be transferred: [Trust Center: Compliance - Motorola Solutions](#)
  - (b) Specification of all categories of Exportable Data specific to the internal functioning of Motorola's Data Processing Service, with risk of a breach of the provider's trade secrets, which are exempted from switching: [Trust Center: Compliance - Motorola Solutions](#)
  - (c) Exportable Data protected by the intellectual property rights of Motorola or third parties, which are exempted from switching: [Trust Center: Compliance - Motorola Solutions](#)
  - (d) If applicable, information on procedures for switching and porting with the use of switching tools: to be agreed between the parties or provided by Motorola under separate cover
  - (e) Estimate of the time needed to export and transfer the Exportable Data: 60 days
  - (f) Known risks to continuity in the provision of the functions of Services provided by Motorola: N/A
  - (g) IT resources which will be ensured by the Provider for an effective switching: to be agreed between the parties

## **Appendix 2 – Switching notice**

[Motorola's name and address for communication]

[Date]

### Switching notice

Name of Customer: [■]

Contract: *(name and details of Contract, e.g. name of contract, its number, date of execution, as required by the contract)*

Switched Services: *[All covered by the Contract] or [provide explicit Services or Digital Assets subject to switching if only part of the Services are to be covered by switching]*

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[OPTION] [On behalf of the Customer, I/we inform you that the Customer initiates switching of the Switched Services as of *(specify starting date)*. The notice period is as specified in the Addendum.

[OPTION] On behalf of the Customer, I/we inform you that the Customer initiates switching of the following services, and/or Exportable Data: ...

[OPTION] The Customer informs you that it intends to switch to *[details of new provider/on premise infrastructure of Customer]*.

[OPTION] [(Applicable for automated switching) The Customer would like to switch in the following time window(s): *(specify dates and details)*. The Customer requests following IT Resources to be available in such time windows *(to be completed by the Customer)*.]

Contact details of person responsible for switching: *(details of Customers' representative responsible for Switching)*.

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[signature of Customer's authorized representative]

### **Appendix 3 – Exit notice**

[This form is applicable if Customer does not want to switch but only to erase its exportable Data or Digital Assets under both Option A and Option B.]

[Motorola's name and address for communication]

[Date]

#### Exit notice

Name of Customer: [■]

Contract: *[name and details of Contract, e.g. name of contract, its number, date of execution, as required by the contract]*

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Erased Data/ Digital Assets: *[(All covered by the Contract) or [provide explicit Data or Digital Assets subject to erasure]]*

[OPTION] [On behalf of the Customer, I/we inform you that the Customer initiates switching consisting solely of erasure of Erased Data/Digital Assets as of *(starting date)*. The notice period is as specified in the Addendum.

[OPTION] [Contact details of person responsible for switching: *(details of Customers' representative responsible for Switching)*.]

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[signature of Customer's authorized representative]

#### **Appendix 4 – Notice for alternative transitional period**

[Motorola's name and address for communication]

[Date]

#### **Notice for alternative transitional period**

Name of Customer: [■]

Contract: *[Name and details of contract. e.g. name of contract, its number, date of execution, as required by the contract]*

Erased Data/ Digital Assets : *[All covered by the Contract] or [provide explicit Data or Digital Assets subject to erasure]*

[OPTION] [On behalf of the Customer, I/we inform you that the Customer wishes to extend the transitional period not longer than *(date)*.

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[OPTION] [Contact details of person responsible for Switching: *(details of Customers' representative responsible for Switching).*]

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[signature of Customer's authorized representative]