

1 Application

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

2 Definitions

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

3 Conclusion and Content of the Agreement

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

4 Delivery, Status of Repair, Acceptance,

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

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

4.3 Motorola reserves its right to partial delivery of the Products subject of services. Delivery terms are Ex-

Works (Incoterms 2010) from one of Motorola's locations. Upon delivery Customer has to examine all documentation and to inspect Products for completeness and freeness from defects in provided Works immediately. Customer has to notify Motorola in writing or via e-mail about defects in provided Works within 24 hours upon receipt of the Products (*Obliegenheit*).

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

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

5 Prices and Terms of Payment

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

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

6 Warranty

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

6.2 Customer is initially only entitled to demand an appropriate rectification of the defects by Motorola. As a rectification of the defects, Motorola will at its option carry out post-rectification (*Nacherfüllung*) or delivery of defect-free Products. If the rectification by Motorola is abortive, the relevant legal regulations apply.

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

6.4 Motorola's warranties to Customer expire (a) if Products have been used in an inappropriate manner,

(b) in case of attempts by Customer or unauthorized third parties to repair Products or to replace parts of Products,

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

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

7 Limitation of Liability

7.1 Motorola's liability is limited to the total price of the respective service agreement. Motorola is not liable for indirect/consequential damages (damages, which occur not at the objects which are subject of services, but to other objects or rights of Customer; e.g. lost profit, claims of third parties, data damage or image damages).

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

8 Software / Intellectual Property Rights

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

8.1.1 Product Software

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

8.1.2 Service Software

Motorola grants to Customer a non-exclusive, only in conjunction with the storage media (on which the software is saved) transferable, timely non-restricted license to use the offered service software, including updates. This license applies only to the use of this service software for Products manufactured by Motorola.

8.1.3 Customer's software-related obligations

Customer may make copies of the software only for reasons of data backups and only as long as he holds the corresponding license and shall not provide the software to third parties except under conditions as stipulated in this article 8.1.3, and shall not otherwise disassemble, decompile or change the software (subject to § 69e of the German Copyright Act, (UrhG)). Customer may lease the software to third parties only with prior explicit written approval of Motorola. Customer is entitled to pass on or sell the software to third parties (a) only by contractually obligating the third party to be bound by the conditions stipulated in this article 8.1.3 and (b) only in conjunction with

transfer of the license to the third party. With executed license transfer Customer will lose all rights regarding the software, including possession, usage and distribution, and has to delete all remaining copies of the software. Customer is responsible for the payment of all fees for the software and the use licenses, which may result from the respective agreement. If Customer does not fulfill its obligations under this article, Motorola is, in addition to further rights, entitled to terminate the respective license agreement without notice and to recall the software.

8.2 In the event of an infringement of intellectual property rights by Products delivered in the framework of the provision of services, the following shall apply:

8.2.1 Defense / Indemnification

Motorola shall at its expense defend any lawsuit brought against Customer to the extent that such lawsuit is based on a claim of a third party that "Motorola" or "Motorola Solutions" – branded Products delivered in the framework of the provision of services by Motorola to Customer constitute a direct infringement of intellectual property rights within the European Union or in the country of Customer's corporate (legal) seat. Motorola will indemnify Customer against any claim awarded by final judgment (from which no appeal may be taken) against Customer or any settlement effectively reached; the indemnification will be carried out through paying the awarded amount to the entitled third party. However, Motorola will indemnify Customer only on condition that

(a) Customer promptly notifies Motorola of such infringement claim in writing,

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

(c) Customer gives Motorola the sole control of the defense, and

(d) Customer does not acknowledge such infringement claim nor enter into a respective settlement without Motorola's consent. To the extent Customer obtains accused products from multiple suppliers, any obligation to defend and indemnify hereunder shall be limited to a pro-rata cost of defense or indemnity in proportion to the price of Products delivered by Motorola compared to the entire price to Customer of all accused products.

8.2.2 Remedy for Infringement

If such infringement claim occurs, Motorola shall at its option and expense (i) procure for Customer the right to continue using Products or (ii) replace or modify such Products so that such Products become non-infringing while providing functionally equivalent performance. In the event that Motorola will not be able to provide the aforementioned options, at Customer's request Motorola will be obliged to grant to Customer a credit for paid services and Products and accept the return of Products. In this case Customer will be obliged to return Products.

8.2.3 Exclusions

Motorola has no duty to defend Customer according to article 8.2.1 and 8.2.2 against any infringement claim in the event of:

- (a) the combination or the use of Products with any software, device or equipment not delivered by Motorola,
- (b) the use of Products in a manner objectively not expected,
- (c) modification of Products,
- (d) Products designed according to Customer's specifications,
- (e) Products conforming a technical industry standard,
- (f) Customer's failure to install an enhancement release to the software that is intended to correct the claimed infringement,
- (g) infringement of intellectual property rights occurs after Customer has respectively been notified by Motorola not to use or sell Products, or
- (h) claiming for royalties payable on a per use basis or on the Customer's revenues. Motorola's liability related to royalties is restricted to the payment of a reasonable royalty based upon the revenue received by Motorola for sales or license of infringing Products.

8.2.4 Exclusive Character / Legal Defect

The foregoing articles 8.2.1 to 8.2.3 state Motorola's entire contractually stipulated liability with respect to infringements of intellectual property rights by Products delivered by Motorola. Article 7 is applicable to Motorola's entire liability with respect to infringements of intellectual property rights. However, the contractual obligations stipulated in articles 8.2.1 and 8.2.2 remain unaffected by the limitation of liability stipulated in article 7.1 sentence 2. In particular, any Customer's potential rights based on a legal defect resulting from an infringement of intellectual property rights of a third party by Products delivered by Motorola unaffected by article 8.2.4 sentence 1.

9 Assignment

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

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

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

10 Compliance with Law and Ethics

10.1 The parties agree to refrain from any actions which are illegal, unethical, against the Motorola code of business conduct. This code is available at the address stipulated at the end of this section.

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

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

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

11 Export

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

11.2 Customer guarantees to comply with the laws and regulations as stipulated in article 11.1 regarding Products or technical information obtained from Motorola. The breach of this obligation entitles Motorola to withdrawal (*Rücktritt*) from, or termination (*Kündigung*) of the agreement without notice.

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

11.4 In case an export license is required for the contractual fulfilment in accordance with German or EU foreign trade legislation, US-American export control regulations or other national regulations, the contractual prime obligations shall become subject to the suspensive condition that the aforementioned export license will be granted within the period of 6

months. On non-fulfilment of the suspensive condition, the individual suspended or affected agreement shall become of no force and effect.

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

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

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

12 General

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

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

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

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

12.5 These General Terms and Conditions are construed and governed by the laws of Germany. Any application of the UN Convention on Contracts of the International Sales of Goods shall be hereby excluded. Place of jurisdiction is Berlin.

12.6 The invalidity of a provision of these General Terms and Conditions does not affect the

effectiveness of the remaining provision(s). In the event of ineffectiveness of a provision, the parties shall agree on a provision which meets the parties' intention as sufficient as possible.