

**SYSTEM EQUIPMENT AND SERVICES  
PURCHASE AGREEMENT  
BETWEEN  
MOTOROLA SOLUTIONS UK LIMITED  
AND  
XXXXXXXXXXXXXXXXXXXX**

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## SYSTEM EQUIPMENT AND SERVICES

### PURCHASE AGREEMENT

This System Equipment and Services Purchase Agreement ("Purchase Agreement") is between Motorola Solutions UK Limited, a company registered in England, with its registered office at Jays Close, Viabes Industrial estate, Basingstoke, Hampshire, United Kingdom, RG22 4PD, hereinafter known as Motorola Solutions and XXXXXXXX a company registered in XXXXXXXXXXXX with its registered office at XXXXXXXXXXXXXXXX hereinafter known as Customer.

#### RECITALS:

1. Motorola Solutions has designed the Hardware and Software for a System.
2. Customer has obtained or will obtain a license to operate the System in the country of destination (hereinafter called "Area").
3. Motorola Solutions desires to sell the Hardware and licence the Software to Customer, and Customer desires to purchase the Hardware and obtain a license for the Software products, for the System as set forth in this Purchase Agreement.

#### AGREEMENT:

Now, therefore, in consideration of the mutual obligations herein contained, the parties agree as follows:

1. **DEFINITIONS** Capitalised terms used within a definition are defined in this Section in alphabetical order. Defined terms will be capitalised throughout this Purchase Agreement and will be read in the singular, plural or the tense as the context requires.

#### Acceptance Tests

All tests run by Motorola Solutions, whether or not witnessed by Customer, to confirm the compliance of the Hardware and Software with the terms of this Purchase Agreement. These tests shall consist of a Factory Acceptance Test (FAT) and a Site Acceptance Test (SAT).

#### Acceptance Test Plan

The test scripts and procedure for the Hardware and Software as yet to be agreed.

#### Ancillary Network Equipment ("ANE")

The non-Motorola Solutions manufactured equipment provided by Customer, as required or necessary.

#### Commercial Service

The point at which the Initial System is functional and operative and has one or more Subscribers.

#### Final Acceptance

"Final Acceptance" shall occur and be evidenced by a Final Acceptance Certificate signed by Customer at that point in time when the final system tests have taken place.

#### Confidential Information

That information which is marked appropriately as confidential or, if in visual or verbal form, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30)

days of such disclosure and shall include, without implied limitation, formulas, processes, designs, photographs, plans, samples, equipment, equipment performance reports, subscriber lists, pricing information, studies, findings, inventions, ideas, drawings, schematics, sketches, specifications, parts lists, technical data, data bases, software in any form, flow charts, algorithms, and other business and technical information. Excluded from Confidential Information is that information (i) which the recipient had in its possession without confidential limitation prior to disclosure, (ii) which is independently developed by either party without breach of this Purchase Agreement, (iii) which is known or becomes known to the general public without breach of this Purchase Agreement, or (iv) which is received rightfully and without confidential limitation from a third party.

### **Contract Amendment**

A document duly signed by the Parties by which any alterations, amendments or modifications to the terms and conditions of the Purchase Agreement shall be introduced.

### **Date of Completion**

In respect of the System, the dates specified in the Implementation Plan at which the Initial System shall have been delivered installed and notified to Customer as being ready for Commercial Service. In respect of Services, the dates specified in the Implementation Plan at which the Services, or the relevant part of the Services, shall have been completed and notified to Customer as having been completed.

### **Documentation**

The documentation to be supplied by Motorola Solutions.

### **Effective Date**

The date at which this Purchase Agreement including all parts thereof becomes valid and binding on both Parties.

### **End Customer**

XXXXXXXXXXXXXXXXXX

### **Expansion Product**

All Hardware, Software and/ or Services purchased and/ or licensed by Customer to add to or expand the Initial System.

### **Factory Acceptance Test (FAT)**

The tests conducted by Motorola Solutions, prior to the delivery of the Hardware and/ or Software to Customer, to demonstrate conformity of the Hardware and Software with the terms of this Purchase Agreement. Such tests shall take place at one of Motorola Solutions European Integration Centres and may be witnessed by Customer and/or End Customer.

### **Feature**

An application that enables the System to perform a particular function. Features are licensed to Customer individually and may be subject to an additional license fee.

### **Firmware**

Software in object code form that is implanted or imbedded in Hardware.

## **Functional Design Specification (FDS)**

That part of the Documentation prepared by Motorola Solutions that details the functional and technical specification of the System. The FDS is used to initiate the manufacture and production of the Hardware and Software.

## **Hardware**

The equipment supplied by Motorola Solutions and forming part of the System.

## **Implementation Plan**

The interval between the starting date and the completion date for a particular activity which is yet to be agreed.

## **Initial System**

The System that is to be supplied upon signing this Purchasing Agreement and excludes any additional Purchase Orders.

## **Installation**

The setting up, wiring, cabling, connecting, etc., of the Hardware at a Site.

## **Interconnected Carrier**

Any local exchange carrier, inter exchange carrier or reseller of local or inter-exchange service that is connected to the System.

## **Interconnection Facilities**

The facilities providing connections between a third party network and the System, or part of the System, and within the System including termination facilities such as protected termination blocks, end office termination repeaters and Customer care and/ or service units.

## **Major Release**

The issue of a superseding release of Software that adds new Features or substantially enhances the current release of Software. A Major Release may also correct anomalies and errors in a prior release of Software.

## **Optional Consultancy Services**

The optional services supplied by Motorola Solutions at the request of Customer, for which an additional fee shall be payable.

## **Point Release**

The reissue of a release of Software that revises or improves the Major Release of Software with which it is associated. A Point Release may also correct anomalies and errors in the Major Release of Software with which it is associated.

## **Progress Report**

The monthly written report to be submitted by Motorola Solutions to Customer, showing the status and progress of the project at the end of the period concerned.

## **Punchlist**

The list prepared during the Acceptance Test Plan which sets forth those mutually agreed items, if any, to be resolved by Motorola Solutions.

## **Purchase Agreement**

This agreement including Schedule and Exhibits concluded by Customer and Motorola Solutions for the establishment of the System in China.

## **Purchase Order**

A document issued by Customer detailing the quantity, price, description and delivery date of Hardware, Software and/or Services required (all of which shall have been previously agreed in writing) which is in addition to that already covered by this Purchase Agreement as defined in clauses 2.2. Each Purchase Order shall have a unique reference number assigned to it which shall be quoted whenever reference is made to that Purchase Order.

## **Services**

The design, installation, commissioning, integration and testing of the Hardware and Software.

## **Site**

Any designated location at which installation of Hardware is to be carried out by Motorola Solutions.

## **Site Acceptance Test (SAT)**

The tests conducted by Motorola Solutions upon finalisation of installation and commissioning of the Hardware and Software at Site the purpose of which is to demonstrate conformity of the Hardware and Software with the terms of this Purchase Agreement.

## **Software**

Any computer program, including the operating system software, the features and any other computer program, whole or partial copies of a computer program, adaptations, derivative works, modifications, translations, updates or enhancements of all or part of a computer program, documentation associated with a computer program and techniques and ideas embodied and expressed in a computer program (including but not limited to the structure, sequence and organisation of the computer program) that are supplied by Motorola Solutions under the terms of this Purchase Agreement. The Software supplied by Motorola Solutions under the terms of this Purchase Agreement may be in any medium (including but not limited to all types of permanent or semi-permanent memory or storage device, in hard-wired logic instruction, or in any electronic medium) and in any form (for example but without limitation, human or machine readable form), whether furnished directly or indirectly by Motorola Solutions to Customer. Software shall further include, to the extent permitted under this Purchase Agreement, Motorola Solutions's copies, adaptations, derivative works, modifications, translations, updates or enhancements of a computer program furnished directly or indirectly by Motorola Solutions to Customer. The computer programs comprising Software may be used solely in conjunction with the System in Customers country. Notwithstanding the foregoing, "Software" shall not include part of computer programs provided under separate licence agreements such as shrink-wrap licence agreements or third party computer programs not licensable under the terms of this Purchase Agreement, for example but without limitation, third party computer programs provided under the free software foundations general public licence. The object code computer programs, including Firmware object code, is licensed by Motorola Solutions for use solely in conjunction with the System in Customers country in accordance with the provisions of Exhibit "1". Any reference to Software being "sold" or "purchased" is understood to be a reference in fact to the Software being licensed.

## **Software Patches**

Software that corrects or removes a reproducible anomaly or error, whether or not such defect applies to Software furnished to Customer under this Purchase Agreement. Software Patches do not include Point Releases or Major Releases, and do not represent an upgrade to or enhancement of existing Software.

### **Subcontractor Furnished Equipment ("SFE")**

The major non-Motorola Solutions manufactured equipment provided by Motorola Solutions to Customer that is acquired by Motorola Solutions under a separate agreement and for which Motorola Solutions takes System responsibility.

### **Subscriber**

A person who uses Subscriber Equipment in conjunction with the System.

### **Subscriber Equipment**

Any mobile or portable equipment intended for use by a Subscriber in conjunction with the System, whether or not in actual use.

### **System ("System")**

The Hardware and Software comprising the System in China to be designed, supplied, installed, commissioned, integrated and tested by Motorola Solutions in accordance with the terms of this Purchase Agreement.

## **2. SCOPE OF AGREEMENT; IMPLEMENTATION**

- 2.1 Motorola Solutions shall furnish to Customer and Customer shall purchase and/ or license from Motorola Solutions the Hardware, Software and Services for the System as defined herein and within Exhibit "1" and, at Customer's option, Expansion Product.
- 2.2 This Purchase Agreement and its Schedule and Exhibits constitute a single order for the System, which will be delivered as specified in the Implementation Plan.
- 2.3 This Purchase Agreement may be cancelled only upon the terms and conditions contained herein.

## **3. OBLIGATIONS OF CUSTOMER**

Customer shall:

- 3.1 Bear the costs of its own legal fees, telephone and utility charges and other services and items being supplied by Customer under this Purchase Agreement.
- 3.2 Negotiate in good faith the Implementation Plan and adhere to the schedule for performance of the responsibilities set forth therein.
- 3.3 Negotiate in good faith a Punchlist, if needed, for the Initial System.
- 3.4 Make the payments according to the schedule of payments set forth in Section 5 of this Purchase Agreement.
- 3.5 Perform all its obligations as set out in a responsibility matrix, yet to be agreed, including all network planning, RF planning, frequency planning, coverage and capacity planning, site acquisition and site preparation in accordance with the Implementation Plan.
- 3.7 Assume responsibility for the lawful operation of the System and obtain any licences in respect thereof.
- 3.8 Not unreasonably withhold or refuse to issue either the Conditional or Final Acceptance Certificate.
- 3.9 Perform all other of its obligations set out in this Purchase Agreement.

- 3.10 Clear the System through customs in China and pay any duties and/or taxes due on such importation.
- 3.11 Transport the System from the airport in China to the Sites.

#### **4. OBLIGATIONS AND REPRESENTATIONS OF MOTOROLA SOLUTIONS**

Motorola Solutions shall:

- 4.1 Bear the costs of its own legal fees, telephone and utility charges and other services and items being supplied by Motorola Solutions under this Purchase Agreement.
- 4.2 Negotiate in good faith the Implementation Plan and adhere to the schedule for performance of the responsibilities set forth therein.
- 4.3 Negotiate in good faith a Punchlist, if needed, for the Initial System.
- 4.4 Perform all its obligations as set out in the, responsibility matrix.
- 4.5 Supply spares and replacement parts, subsequent System Expansion Equipment, and Software and Hardware upgrades to Customer on reasonable terms.
- 4.6 Perform all other of its obligations set out in this Purchase Agreement.
- 4.7 Any obligations, unless included in the Motorola Solutions statement of work, the responsibility matrix or this Purchase Agreement shall be the responsibility of the Customer.

FURTHER, Motorola Solutions warrants to Customer that:

- 4.8 At the time or times contemplated herein for the transfer of title to any Hardware included in the System, Motorola Solutions shall convey to Customer all right in and good title to such Hardware. Motorola Solutions warrants that it has or will at delivery have good title to all Hardware to be delivered under this Purchase Agreement free from any claim, lien, pledge, mortgage, security, interest or other encumbrance, including, but not by way of limitation, those arising out of the performance of the works, and Customer shall enjoy quiet possession of such Hardware; provided, however, title to Software shall not be conveyed to Customer at any time but shall be subject to licence as set out in Exhibit "1".

#### **5. PAYMENT AND PRICING**

Customer shall pay to Motorola Solutions the price of the System, in Euro's and PLN and according to the following terms and payment schedules:

##### **5.1 General Payment Terms**

- 5.1.1 The total price for the System shall be paid in accordance with the schedule of payments set out in Section 5.2 below.
- 5.1.2 Payment by the Contractor to the Subcontractor for any deliverables under the Sub-Contract shall be made via **Letter of credit/ open account**
- 5.1.3 Payment shall be made by Customer to Motorola Solutions net thirty (30) days from invoice date.
- 5.1.4 Customer shall be responsible for the payment of all applicable VAT and other such assessments, howsoever designated, on the Hardware, Software and Services provided to Customer pursuant to this Purchase Agreement, exclusive however of any taxes measured by Motorola Solutions net income. To the extent Motorola Solutions is required by law to collect such taxes, one hundred percent (100%) thereof shall be added to



invoices as separately stated charges and paid in full by Customer, unless Customer is exempt from such taxes and furnishes Motorola Solutions with a certificate of exemption in a form reasonably acceptable to Motorola Solutions. In the event Customer claims exemption from VAT or other such assessments in the nature of taxes, Customer shall hold Motorola Solutions harmless from any and all subsequent assessments levied by a proper taxing authority for such taxes, including interest, penalties and late charges.

- 5.1.5 Motorola Solutions shall supply the System CIP Airport China VAT unpaid (Incoterms 2010).
- 5.1.4 For any amount due hereunder which remains unpaid, Customer shall pay Motorola Solutions interest at the rate of six percent (6%) above LIBOR of the amount due for each month or portion thereof that the amount remains unpaid.

## 5.2 Schedule of Payments

<u>Milestone</u>	<u>% of contract value</u>
1. Contract signature	5
2. Delivery of Hardware and Software to Customer warehouse.	60
3. Successful completion of SAT (invoicable on a site by site basis)	30
4. Completion of Punchlist or 120 days after SAT whichever is the shorter.	5

## 5.3 Pricing

All prices shall be fixed for the first year of the contract but shall thereafter be subject to an annual price adjustment in accordance with an agreed indices starting on the first anniversary of the contract.

## 5.4 Optional items

The price of any optional items shall be paid in total once they have been delivered or completed.

## 6. WARRANTIES

The following warranties shall be applicable to the Hardware supplied by Motorola Solutions under this Purchase Agreement.

### 6.1 Hardware and Software Warranty

- 6.1.1 The Hardware and Software comprising the Initial System shall be warranted to be free from defects in material and workmanship for a period of twelve (12) months from the date of Conditional Acceptance. Expansion Product shall be warranted to be free from defects in material and workmanship for a period of twelve months from the date of installation. During the warranty period, any faulty items will be replaced free of charge, which for the avoidance of doubt means any replacement item and the service to replace it will be supplied at no charge to Customer. Replacement parts will be warranted for the balance of the warranty period or ninety days, whichever is longer.

- 6.1.2 Customer shall be responsible for the initial level of diagnosis (i.e. for identification and isolation of problems to the board level), for Hardware removal and replacement, and for sending the malfunctioning item, packed in a manner to prevent damage, to the designated Motorola Solutions designated repair depot.
- 6.1.3 Labour at Motorola Solutions designated repair depot to repair or replace defective Hardware will be provided without charge for the full warranty period.
- 6.1.4 Postage, freight or other such transportation charges for shipping defective items to Motorola Solutions designated repair depot shall be borne by Customer. When such items or their replacements are being returned to Customer, Motorola Solutions shall bear such charges.
- 6.1.5 In the event a defect occurs during the warranty period shown, Motorola Solutions, at its option, will either repair or replace the defective item. Any item retained by Motorola Solutions through replacement will become the property of Motorola Solutions. Such action on the part of Motorola Solutions shall be the full extent of Motorola Solutions liability and Customer 's exclusive remedy hereunder.
- 6.1.6 THIS WARRANTY DOES NOT COVER:
  - Defect, damage or malfunction resulting from:
    - 6.1.6.1 Use of the System in other than in accordance with Motorola Solutions Documentation; or
    - 6.1.6.2 Misuse, accident, transport, neglect or improper storage; or
    - 6.1.6.3 Environmental or Site conditions not conforming to the specification for the Hardware; or
    - 6.1.6.4 Unauthorised alterations or repairs, use of unapproved parts in the Hardware or the combination or interfacing of the Hardware with other products, in each case in a manner not approved by Motorola Solutions; or
    - 6.1.6.5 An event of Force Majeure; or
    - 6.1.6.6 Installation, optimisation or movement of the Hardware by anyone not authorised by Motorola Solutions and/or not in accordance with Motorola Solutions Documentation; or
    - 6.1.6.7 Failure of antennas, lines or any part of the Interconnection Facilities; or
    - 6.1.6.8 Failure of Customer to maintain the System pursuant to Motorola Solutions maintenance agreements.
- 6.1.7 This express warranty is extended by Motorola Solutions to Customer, as the original purchaser only, and is valid only in China.
- 6.1.8 Within thirty (30) days from the termination of the warranty period, the parties shall state in a protocol whether Motorola Solutions has fully met the warranty obligations under this Purchase Agreement. In case of such warranty obligations not being fully met, the Parties shall fix a time limit for the fulfilment thereof. The warranty period shall be extended by this time limit and such time extension process shall be repeated until all Motorola Solutions warranty obligations are fully met.

## **6.2 SFE Products**

Motorola Solutions in accordance with Section 6.1 above shall warrant all SFE supplied to Customer pursuant to this Purchase Agreement; provided, however, if the manufacturer of the SFE warrants such products for a longer period of time, then to the extent permitted, Motorola Solutions assigns to Customer the warranties given to Motorola Solutions by such manufacturer.

### **6.3 Disclaimer**

THE WARRANTIES IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT IF THE LAW OF ANY JURISDICTION APPLICABLE TO THIS AGREEMENT DOES NOT PERMIT SUCH DAMAGES TO BE COMPLETELY DISCLAIMED, THIS CLAUSE SHALL BE INTERPRETED AS NECESSARY TO GIVE MOTOROLA SOLUTIONS THE FULL BENEFIT OF ANY DISCLAIMER OR LIMITATION OF SAID DAMAGES AS PERMITTED UNDER SUCH LAW.

### **6.4 Service Level Agreement**

Where Motorola Solutions provides maintenance to Customer via a Service Level Agreement, the provisions of this Section 6 shall apply to the provision of such maintenance services.

## **7. PRODUCT CHANGES OR SUBSTITUTIONS/FOAs**

7.1 At any time during its performance of this Purchase Agreement, Motorola Solutions may implement changes in the products, modify the drawings and specifications relating thereto, or substitute therefore different products; provided, however, that any such changes, modifications or substitutions, under normal and proper use:

- (i) shall not materially or adversely affect physical or functional performance (except where there is written agreement between the parties that specific characteristics will be so affected);
- (ii) shall not detract from the safety of the products; and
- (iii) shall be type-accepted by the appropriate authority, if required.

7.2 In the event Motorola Solutions makes any such product changes or substitutions, title to and risk of loss in any redundant/ replaced Hardware that is substituted or replaced or that forms part of any migration process shall pass to Motorola Solutions once said Hardware has been disconnected from the System network.

## **8. DISCLAIMER OF PATENT LICENSE**

Nothing contained in this Purchase Agreement shall be deemed to grant, either directly or by implication, any license under any patents or patent applications of Motorola Solutions, except that Customer shall have a non-transferable, non-exclusive and royalty-free license to use that which is implied, or otherwise arises by operation of law, in the sale of a product.

## **9. PATENT AND COPYRIGHT INDEMNITY**

Motorola Solutions shall indemnify Customer by defending, at its expense, any claim, and any lawsuit to the extent based thereon, that is brought against Customer alleging that any Motorola Solutions-branded product ("Product"), as originally delivered by Motorola Solutions to Customer under this Agreement, directly infringes a patent or copyright registered in the country in which Motorola Solutions originally sold the Product to Customer ("Infringement

Claim"), so long as Motorola Solutions is notified in writing by Customer as soon as reasonably practicable as to any such claim, but in no event after Motorola Solutions would be prejudiced by a lack of such notice, is given sole authority and control of the defense, and is provided by Customer all requested information and assistance for resolving or defending the Infringement Claim. For non-Motorola Solutions-branded product supplied hereunder, including any third party software, Motorola Solutions' obligations for IP infringement claims shall be limited to any IP indemnities or defense commitments provided by such third party supplier. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions shall pay all damages finally awarded against Customer by a court of competent jurisdiction to the extent based upon such Infringement Claim, or agreed to in writing by Motorola Solutions in settlement of the Infringement Claim. If a Product is subject to an Infringement Claim or, if in Motorola Solutions' judgment, likely to become subject to a Infringement Claim, in addition to its obligation to defend and pay damages, Motorola Solutions, in its sole discretion, shall: (a) obtain a license for Customer to continue to use or to sell the Product purchased from Motorola Solutions; (b) replace or modify the Product so as to be substantially functionally equivalent but non-infringing; or (c) require the return of the Product and credit the purchase price paid to Motorola Solutions by Customer for such Product less a reasonable charge for depreciation calculated on a three (3) year straight line depreciation basis. Motorola Solutions shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's use or transfer of Products after Motorola Solutions' written notice to Customer that Customer shall cease use or transfer of such Products.

Motorola Solutions shall have no obligation to defend or indemnify Customer under this agreement for any damages based upon a per-use royalty or the Customer's revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by Customer to Motorola Solutions for the infringing Product. Motorola Solutions shall have no obligation to defend or indemnify Customer under this agreement for any alleged or actual infringement arising out of (a) use of Products in connection or in combination with equipment, devices or software not provided by Motorola Solutions; (b) use of Products in a manner for which they were not designed; (c) any modification of Products by anyone other than Motorola Solutions; (d) compliance with Customer's designs, specifications, guidelines or instructions; (e) compliance with a standard issued by any public or private standards body; or (f) any assertion by a non-practicing entity which maintains no significant manufacturing capability ((a) – (d) defined as "Excluded Conduct"). Customer shall indemnify Motorola Solutions against any claim of infringement that is brought against Motorola Solutions based upon or arising out of such Excluded Conduct or arising out of Customer's continued use or transfer of Products after being noticed to cease such use or transfer. Motorola Solutions shall not be responsible for any compromise or settlement made by Customer without Motorola Solutions' prior written consent.

THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MOTOROLA SOLUTIONS' ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND MOTOROLA SOLUTIONS HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO AND FURTHER LIMITED BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THIS AGREEMENT. IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION.

## **10. CONFIDENTIALITY**

10.1 From time to time during the performance of this Purchase Agreement, the parties may deem it necessary to provide each other with Confidential Information. The parties agree:

- 10.1.1 To maintain the confidentiality of such Confidential Information and not disclose same to any third party, except as authorised by the original disclosing party in writing.
  - 10.1.2 To restrict disclosure of Confidential Information to employees who have a "need to know". Such Confidential Information shall be handled with the same degree of care, which the receiving party applies to its own confidential information but in no event less than reasonable care.
  - 10.1.3 To take precautions necessary and appropriate to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others.
  - 10.1.4 That Confidential Information is and shall at all times remain the property of the disclosing party. No use of any Confidential Information is permitted except as otherwise provided herein and no grant under any proprietary rights is hereby given or intended, including any license implied or otherwise.
  - 10.1.5 To use such Confidential Information only as required in performance of this Purchase Agreement.
- 10.2 Except as may be required by applicable law, Customer shall not disclose to any third party the contents of this Purchase Agreement, the Exhibits or any amendments hereto or thereto for a period of two (2) years from the Completion Date without the prior written consent of Motorola Solutions.

## **11. TRADEMARK AND PUBLICITY**

Nothing contained in this Purchase Agreement shall be construed as conferring any right to use any name, trademark or other designation of either party hereto, including any contraction, abbreviation, or simulation of any of the foregoing, in advertising, publicity or marketing activities. Any publicity, advertising, etc. with regard to this Purchase Agreement or the System which mentions the other party shall be mutually agreed upon prior to use.

## **12. SHIPMENT, DELIVERY, OFF-LOADING AND WAREHOUSING**

- 12.1 Motorola Solutions shall use all reasonable efforts to ship Hardware and SFE directly to the Site where it will be permanently installed.
- 12.2 In the event that the Site is not available to receive the Hardware and SFE when shipped, Motorola Solutions, at its option, may ship said products to a warehouse in or near the area, and Customer shall bear the costs of warehousing, reloading, transporting, off-loading and moving the products onto the Site when such Site becomes available.

## **13. TITLE, RISK OF LOSS AND INDEMNITY**

- 13.1 Title to and risk of loss for all Hardware and SFE supplied hereunder shall pass to Customer upon delivery to Customer CIP Airport China (Incoterms 2010).
- 13.2 The above notwithstanding, title to Software shall not pass to Customer at any time. For the avoidance of doubt no ownership rights to the Software or any part thereof shall pass to Customer as a result of any provision under this Purchase Agreement. Such rights will remain with Motorola Solutions, or its suppliers, at all times.
- 13.3 During the term of this Purchase Agreement, the parties shall indemnify and hold harmless each other together with their officers, agents and employees from any and all loss, damage, expense, judgement, lien, suit, cause of action, demand or liability for personal injury, including death and tangible property damage, which may be imposed on or incurred by one party arising directly out of the negligent acts or

omissions of the other, its agents, subcontractors, or employees during the performance of any work hereunder. The offending party shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgement that may be rendered against the other resulting therefrom, provided that the offending party shall be given (i) prompt notice of any such claim or suit; and (ii) full opportunity to defend such suit. The offended party may, at its election, participate in the defence and shall cooperate fully in defending any claim or suits. The offending party shall pay all costs, expenses, and reasonable attorney's fees incurred by the offended party in connection with any such claim or suit or in enforcing this indemnity provision, provided a valid claim is presented.

The liability of each Party under this Section 13 shall be limited in the aggregate to 125% of the value of this Agreement in respect of damage to tangible property.

#### **14. FORCE MAJEURE**

14.1 Neither party shall be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform when caused by any of the following that are beyond the actual control of the party responsible for performance:

14.1.1 acts of God, acts of the public enemy, acts or failures to act by the other party, acts of civil or military authority, governmental priorities, strikes or other labour disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots and loss or damage to goods in transit; or

14.1.2 inability on account of causes beyond the reasonable control of the delayed party or its suppliers to obtain necessary products, components, services or facilities.

14.2 In the event of any such delay, the date(s) of delivery or performance shall be extended for as many days as are required due to the delay.

#### **15. TERMINATION**

15.1 Either party may terminate this Purchase Agreement without liability by notice pursuant to Section 22 if the other makes a general assignment for the benefit of creditors, or if a petition in bankruptcy or under any insolvency law is filed by or against the other and such petition is not dismissed within sixty (60) days after it has been filed or the other commits a material breach of its obligations hereunder. However, in the case of any such breach which is capable of being cured, neither party shall terminate this Purchase Agreement unless and until the other shall have failed to make good such default within sixty (60) days after it shall have been served with a notice requiring that such default be made good and stating its intention to terminate the Purchase Agreement if compliance with the notice is not met.

15.2 The termination of this Purchase Agreement shall not affect or prejudice any provisions of this Purchase Agreement, which are expressly or by implication provided to continue in effect after such termination. Termination of this Purchase Agreement, from whatever cause arising, is in respect of obligations which have not yet been performed and the termination or expiration of this Purchase Agreement for any reason whatsoever shall be without prejudice to any right or obligation of any Party hereto in respect of this Purchase Agreement which have arisen prior to such termination or expiration.

#### **16. LIMITATION OF LIABILITY**

16.1 EXCEPT AS **SPECIFICALLY** PROVIDED HEREIN, NEITHER PARTY, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, OR OTHERWISE, SHALL HAVE ANY LIABILITY FOR LOSS OF PROFITS, LOSS OF DATA, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT

LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, LOSS OF DATA OR DOWNTIME COSTS.

- 16.2 FOR ALL OTHER EVENTS NOT ELSEWHERE LIMITED BY THIS PURCHASE AGREEMENT MOTOROLA SOLUTIONS TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL DEFAULTS SHALL NOT EXCEED THE VALUE OF THIS PURCHASE AGREEMENT.

## **17. ASSIGNMENT AND EQUIPMENT RESALE**

- 17.1 Except as otherwise provided in the section neither Party may assign, delegate or transfer this Agreement or any of its rights or obligations under this 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 this Agreement to any of its affiliates and may assign its right to receive payment under this Agreement without the prior consent of 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 Customer and at no additional cost to Motorola Solutions or to the assignee entity(ies), assign its rights and obligations under this Agreement, in whole or in part, to the assignee entity(ies).
- 17.2 Notwithstanding any other provision of this Purchase Agreement, the Software license granted to Customer in the form of Exhibit "1", may only be sublicensed, assigned or otherwise transferred by Customer with the prior written approval of Motorola Solutions.

## **18. GOVERNING LAW AND DISPUTE RESOLUTION**

- 18.1 The laws of England shall govern the validity, performance, and all matters relating to the effect of this Purchase Agreement and any amendment hereto. Any disputes shall be subject to the exclusive jurisdiction of the courts in London, England.
- 18.2 Motorola Solutions and Customer shall attempt to settle any and all claims or controversies arising out of it through consultation and negotiation in good faith and spirit of mutual cooperation. If those attempts fail, then a mutually acceptable mediator to be chosen by Motorola Solutions and Customer within forty-five (45) days after written notice by either party demanding mediation shall mediate the dispute. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola Solutions and Customer shall share the costs of the mediation equally. Such proceedings shall be conducted in English.

By mutual agreement, however, Motorola Solutions and Customer may postpone mediation until each has completed some specified but limited discovery regarding the dispute. The mediator shall have no authority to impose any punitive damages against either party. The parties may also agree to replace mediation with some other form of alternate dispute resolution, such as neutral fact-finding or a mini-trial.

Any dispute which cannot be resolved between the parties through negotiation, mediation or other form of ADR within six months of the date of the initial demand for ADR by one of the parties may then be submitted to the courts within Denmark for resolution. The use of any ADR procedures is not to be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. Nothing in this Section prevents either party from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful, or (b) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

## **19. EXPORT CONTROLS**

- 19.1 If, at the time or times of Motorola Solutions performance hereunder, a validated export license is required for Motorola Solutions, or its subcontractor, to lawfully export the goods or technical data from the United States of America, Denmark, Germany or such other country of origin, then the issuance of such license to Motorola Solutions, or its subcontractor in accordance with the rules and regulations of the applicable country, shall constitute a condition precedent to Motorola Solutions performance of its obligations hereunder. Motorola Solutions shall apply for the export license for the products supplied hereunder based upon information timely supplied by Customer. Customer is responsible for any applicable import license requirements. Customer acknowledges that it may be required to obtain additional approvals to implement certain features of the System, including without limitation, encryption or authentication algorithms. Customer and Motorola Solutions acknowledge and agree that any delay in the grant of such licenses and/or approvals may impact the schedule of performance.
- 19.2 If, at time or times of Motorola Solutions performance hereunder, approval by the European Technical Standards Institute (ETSI) or such other applicable technical body is required for the implementation of the System or any part thereof, then such approval shall constitute a condition precedent to Motorola Solutions performance of its obligations hereunder.
- 19.3 Customer agrees to comply with all applicable export laws and regulations of the United States of America, Germany, United Kingdom, or such other country of origin. Specifically, but without limitation, Customer agrees that it will not resell or re-export Motorola Solutions products or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, Germany, United Kingdom, or other country of origin. Violation of this provision shall constitute just cause for immediate termination of this Purchase Agreement by Motorola Solutions without liability to Customer.

## **20. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Purchase Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 20.1 This Purchase Agreement and duly executed amendments to this Purchase Agreement in the following descending order of precedence, with the latest amendment taking precedence over earlier amendments;
1. Terms & Conditions
  2. Exhibit 1
- 20.2 All other Exhibits and all duly executed amendments, in the order in which they appear in the Table of Contents.

## **21. LANGUAGE OF AGREEMENT**

In the event that this Purchase Agreement is translated into any other language, the English language version hereof shall take precedence and govern.

## **22. NOTICES**

- 22.1 Notices required to be given by one party to another shall be in the English language unless expressly agreed otherwise, and shall be deemed properly given if reduced to writing and personally delivered or transmitted by registered or certified post to the address below, postage prepaid, or by telefacsimile with confirmation receipt, and shall be effective upon receipt.



22.1.1 Motorola Solutions shall send notices as follows:

XXXXXXXXX  
XXXXXXXXX  
XXXXXXXXX  
XXXXXXXXX

Attention: CEO

22.1.2 Customer shall send notices to the following addresses:

Motorola Solutions UK Limited  
Jays Close  
Viables Industrial Estate  
Basingstoke  
Hampshire  
RG22 4PD  
United Kingdom

Attn Law Department

22.2 Either party may change the addresses for giving notice from time to time by written instructions to the other of such change of address.

**23. SURVIVAL OF PROVISIONS**

The parties agree that where the context of any provision indicates an intent that it shall survive the term of this Purchase Agreement then it shall survive.

**24. WAIVER**

Failure or delay on the part of Motorola Solutions or Customer to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**25. SEVERABILITY**

In the event any one or more of the provisions of this Purchase Agreement is held to be unenforceable under applicable law, (i) such unenforceability shall not affect any other provision of this Purchase Agreement; (ii) this Purchase Agreement shall be construed as if said unenforceable provision had not been contained therein; and (iii) the parties shall negotiate in good faith to replace the unenforceable provision by such as has the effect nearest to that of the provision being replaced.

**26. AUTHORITY AND NATIONAL STANDARDS**

Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorisations of third parties and governmental authorities to enter into this Purchase Agreement and to perform and carry out its obligations hereunder; (ii) the persons executing this agreement on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this Purchase Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this Purchase Agreement has been duly authorised by all necessary partnership or corporate action and this Purchase Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms.

**27. TERM**

The initial term of this Purchase Agreement shall be for 3 years from the date of execution. Either party may notify the other party in writing of its intent to terminate the Purchase Agreement at least one (1) year prior to the expiration of the 3 year term or any renewal

thereof. The obligations of both Parties under a Purchase Order not yet completely fulfilled at date of termination shall remain unaffected from said termination, i.e., the respective Purchase Order shall still be effective as well as the provisions of the Purchase Agreement with respect to any remaining Purchase Order. Nothing contained herein shall be deemed to create any expressed or implied obligation on the part of either Party to extend or renew this Purchase Agreement.

## **28. GOVERNMENT COMPLIANCE**

This Agreement is a commercial contract and is governed by these terms and conditions as negotiated by the parties.

## **29. MISCELLANEOUS**

29.1 The Hardware, Software and Expansion Equipment shall be tested by Motorola Solutions in accordance with Motorola Solutions's relevant general standard factory testing procedures. Customer shall have the right to be present during the performance of Factory Acceptance Tests and Site Acceptance Tests. Motorola Solutions shall advise Customer in writing, of the place, time and object of each test fifteen (15) days in advance. Customer shall notify Motorola Solutions of his or his representative's arrival not later than seven (7) days in advance. The tests shall be performed at the place of manufacturer and at Motorola Solutions cost. All travelling expenses as well as all other costs for Customer or his representatives and/or End User are to be borne by Customer.

29.2 Motorola Solutions shall provide reasonable assistance and co-operate with third party suppliers to inter-work system components, subject to adequate protection of Motorola Solutions intellectual property rights.

29.3 Motorola Solutions and Customer shall meet within one (1) month after Effective Date of the Purchase Agreement to review the following matters:

- the first results of the System design;
- detailed time schedule for deliveries, training and other matters;
- project organisation matters; and
- any other technical issues

29.4 Customer and Motorola Solutions agree that during the period of time beginning with the execution of this Agreement and ending two (2) years after Conditional Acceptance of the Initial System, Customer shall neither employ nor offer employment to any employee of Motorola Solutions involved in the performance of engineering, installation, optimisation, maintenance and/or warranty service for the System. If at any time this provision is found to be overly broad under the laws of an applicable jurisdiction, then this provision shall be modified as necessary to conform to such laws rather than be stricken. Notwithstanding the above, the Parties may mutually agree in writing to waive this provision on a case-by-case basis.

## **30. ENTIRE AGREEMENT**

This Purchase Agreement hereto constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Motorola Solutions and Customer. No modification, amendment or other change may be made to this Purchase Agreement or any part thereof unless reduced to writing and executed by authorised representatives of both parties.

The terms and conditions of this Purchase Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer following execution of this Purchase Agreement. In no event shall the pre-printed terms and conditions found on any Customer purchase order, acknowledgement or other form be considered an amendment or modification of this Purchase Agreement, even if such documents are signed

by representatives of both parties; such pre-printed terms and conditions shall be null and void and of no force and effect.

**31. COUNTERPARTS**

This Purchase Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Executed as of this <\_\_\_\_> day of <\_\_\_\_\_>, 2013.

**MOTOROLA SOLUTIONS UK LIMITED**

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "1"**

**TO THE PURCHASE AGREEMENT**

**BETWEEN**

**MOTOROLA SOLUTIONS UK LIMITED**

**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

## **SOFTWARE LICENSE**

Motorola Solutions UK Limited (“Motorola Solutions” or “Licensor”) and Customer (“Licensee”), hereby enter into this Software License Agreement and agree as follows:

### **1. SCOPE**

1.1 For purposes of uniformity and brevity, references to the “Agreement” or to a “Schedule” shall refer to the System Expansion Agreement to which this document is appended as Schedule 1 and to the other Schedules to that Agreement. All definitions set forth in the Agreement shall apply hereto.

1.2 Pursuant to the Agreement, Software will be delivered by Motorola Solutions to the Licensee for use with the System supplied by Motorola Solutions in accordance with the terms of the Agreement and this Schedule in one or more of the following machine-readable formats: (i) magnetic tape or disk, (ii) read only memory (“ROM”) device, (iii) programmable read only memory (“PROM”) device, (iv) electronic programmable read only memory (“EPROM”) device, or (v) electronically erasable programmable read only memory (“EEPROM”) device.

### **2. LICENSING GRANT**

2.1 Concurrent with execution of the Agreement, Motorola Solutions grants to the Licensee a non-exclusive, non-transferable license under Motorola Solutions applicable proprietary rights to use the Software delivered to the Licensee in accordance with the terms and conditions set forth herein.

2.2 Licensing fees, if any, for the right to use the Software and Features and for any support thereof are as set forth in the Agreement.

### **3. LIMITATIONS ON USE OF SOFTWARE**

3.1 The Licensee shall use the Software only in conjunction with the System supplied by Motorola Solutions which the Licensee operates. To the extent permitted by applicable law, the Software license granted to the Licensee in the form of Exhibit 1 (Software Licence), may not be sublicensed, assigned or otherwise transferred by the Licensee except as provided herein. In the event the Licensee subsequently elects to sell to a third party the System delivered to or purchased by the Licensee hereunder, the Licensee shall be entitled to sub-license the Software to such third party, with the consent of Motorola Solutions, such consent shall not to be unreasonably withheld, upon the same terms and conditions as set out in Exhibit 1 and upon the payment to Motorola Solutions of a mutually agreed royalty. Provided however that where the Licensee has elected to sell the Hardware to a third party finance house, Motorola Solutions agrees if required by the third party finance house, to grant the third party finance house a Software Licence upon the same terms and conditions as set out in this Agreement for the purposes of protecting its security interest in the Hardware.

3.2 The Licensee may use the Software to routinely operate and maintain the System. For purposes of this Subsection 3.2 “maintain” shall be construed to mean performing diagnostic and test capabilities consistent with the Licensee’s obligation to provide first echelon diagnosis.

3.3 The License granted to the Licensee in Section 2 is personal and may be renewable.

3.4 Provided the Licensee has paid any applicable licensing fees, the Licensee shall have the right to use individual Features in accordance with the terms of this Schedule.

3.5 The Licensee may use the Software subject to all laws protecting patents, copyrights, trade secrets, know-how and the like.

3.6 The Licensee shall not translate, modify, adapt, decompile, disassemble, or reverse engineer the Software or any portion thereof.

3.7 Unless otherwise expressly agreed by Motorola Solutions, the Licensee shall not permit its directors, officers, employees or any other person under its direct or indirect control, to write, develop, produce, sell, or the license any software that performs the same functions as the Software by means directly attributable to access to the Software (e.g. reverse engineering or copying).

#### **4. RIGHT TO COPY, PROTECTION AND SECURITY**

4.1 The Software provided by Motorola Solutions may be copied (for back-up purposes only) in whole or in part, in printed or machine-readable form for the Licensee's internal use only, provided, however, that no more than two (2) printed copies and two (2) machine-readable copies will be in existence at any one time without the prior written consent of Motorola Solutions, other than copies resident in the System.

4.2 With reference to any copyright notice of Motorola Solutions associated with the Software, the Licensee agrees to include the same on all copies it makes in whole or in part. Motorola Solutions copyright notice may appear in any of several forms, including machine-readable form. Use of a copyright notice on the Software does not imply that such has been published or otherwise made generally available to the public.

4.3 The Licensee agrees to keep confidential, in accordance with the terms of the Agreement, and not provide or otherwise make available in any form any Software or its contents, or any portion thereof, to any person other than employees of the Licensee and or Motorola Solutions.

4.4 The Software, including any Feature, is the sole and exclusive property of Motorola Solutions and no title or ownership rights to the Software or any Features or any of their respective parts, including any Documentation, is transferred to Licensee.

4.5 The Licensee acknowledges that it is the responsibility of the Licensee to take all reasonable measures to safeguard the Software and to prevent its unauthorized use or duplication.

#### **5. REMEDIES**

The Licensee acknowledges that violation of the terms of this Schedule will cause Motorola Solutions irreparable harm for which monetary damages may be inadequate. The Licensee, therefore, agrees that Motorola Solutions may seek temporary or permanent injunctive relief without the need to prove actual harm in order to protect Motorola Solutions interests.

#### **6. TERM**

Unless otherwise terminated pursuant to Section 7 herein, the term of the license granted pursuant to Section 2 herein shall be co-extensive with the periodicity of the Licensee's operation of the System and for the period that any applicable licensing fees have been fees paid by the Licensee to Motorola.

#### **7. TERMINATION**

7.1 Any license granted hereunder may be terminated by the Licensee upon one (1) month's prior written notice.

7.2 Motorola Solutions may terminate any license granted hereunder if the Licensee is in default of any of the terms and conditions of the Agreement or Schedules, and such termination shall be effective if the Licensee fails to correct such default within ten (10) days after written notice thereof by Motorola Solutions. The obligations of Section 4 above shall survive termination or expiration of any such license.

7.3 Within one (1) month after termination of any license, the Licensee shall furnish to Motorola Solutions a document certifying, through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of all Software, in any form, including any copy in an updated work, have been returned to Motorola Solutions or destroyed; except that, with prior written consent from Motorola Solutions, the Licensee may retain one (1) copy for archival purposes only.

#### **8. LICENSEE RIGHTS**

8.1 Nothing contained herein shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola Solutions; except that the Licensee shall have a non-exclusive, non-transferable license under Motorola Solutions's patents and patent applications to use, in Motorola Solutions-supplied equipment only, the Software supplied

hereunder, when such license is implied or otherwise arises by operation of law by virtue of the purchase of such copies from Motorola Solutions.

8.2 Rights in programs or operating systems of others, if any, are further limited by their license agreements that are hereby incorporated by reference thereto and made a part hereof as if fully set forth herein.

8.3 During the term of the license granted pursuant to Section 2 herein and for a period of one year after expiration or termination, Motorola Solutions, its licensor(s), or their representatives may, upon prior notice to the Licensee, a) inspect the files, computer processors, equipment, facilities and premises of the Licensee during normal working hours to verify the Licensee's compliance with this Schedule, and b) while conducting the inspection, copy or retain any item that the Licensee may possess in violation of the license or this Schedule.

8.4 The Licensee acknowledges that the provisions of this Schedule 1 are intended to inure to the benefit of Motorola Solutions and its licensors. The Licensee acknowledges that a) Motorola Solutions or its licensors have the right to enforce these provisions against the Licensee, whether in Motorola Solutions's or its licensor's name, b) Motorola Solutions and its licensors accept this right and c) the Licensee confirms Motorola Solutions's and its licensors acceptance of this right by executing the Agreement.

## **9. ENTIRE UNDERSTANDING**

Notwithstanding anything to the contrary in other agreements, Call-off Orders or order acknowledgments, the Agreement and this Schedule 1 set forth the entire understanding and obligations regarding use of the Software, implied or expressed.