

STANDARD TERMS APPLICABLE TO PRIME CONTRACTORS AND FEDERAL RESELLERS

These standard terms govern all purchases made from Motorola by Prime Contractors, Motorola Federal Resellers, or other Motorola customers as specified.

1. PARTIES AND END USER(S)

1.1. "Motorola", "Motorola Solutions", and "Seller" shall mean **Motorola Solutions, Inc., U.S. Federal Government Markets**, 809 Pinnacle Drive, Suite G, Linthicum Heights, MD 21090, and/or, when regulated services and connectivity are offered (as set out in Sec. 20, below), Motorola Solutions Connectivity, Inc., a wholly owned subsidiary of Motorola Solutions, Inc.

1.2. "Customer" shall mean the legal entity issuing a contract or order pursuant to and subject to this Agreement.

1.3. "End User" is the ultimate end user entity, e.g., a U.S. Federal end user. Customer agrees to flow down and procure the End User's acceptance of the terms, conditions and limitations that may be set out in a Motorola Ordering document or as set out in these Standard Terms. The End User is not a party to this Agreement.

2. SCOPE

2.1. Motorola may authorize Customer to "resell" (as a reseller, prime contractor, integrator or otherwise) Motorola's commercial products and services to End User(s) as specified in, and subject to, a specific Motorola quote, Motorola proposal or other Motorola prepared ordering document ("**Ordering Document**"). Such resales shall be subject to any such Ordering Document, these standard terms, and Motorola's standard commercial practice and product descriptions. An "**Agreement**" subject to these standard terms is formed when an individual purchase order for resale is accepted by Motorola. These Standard Terms apply to the exclusion of all other terms, including any references to Customer terms and conditions that may be referenced in Customer's purchase orders or otherwise.

3. COMMERCIAL PRODUCTS

3.1. Motorola's commercial products may include (a) hardware ("**Equipment**"), (b) software, firmware, and updates which are either preinstalled on Equipment or installed on customer or end user provided equipment, and licensed by Motorola through Customer for licensed use by End User(s) ("**Licensed Software**"), and (c) licensed cloud-based software as a service products and other software licensed by Motorola through Customer for End

User(s) on a subscription basis (“**Subscription Software**”). The Equipment, Licensed Software, and/or Subscription Software shall be referred to herein as “**Product(s)**.”

3.2. Labeling, Shipping and Delivery. Motorola will label, pack and ship Equipment in accordance with any reasonable written instructions provided by Customer and to the extent generally consistent with Motorola’s standard commercial practice using a carrier selected by Motorola. Unless otherwise stated, all deliveries are FOB Destination, and title and risk of loss shall pass to Customer upon delivery of the supplies to the initial destination designated by the Customer. Delivery of any Licensed Software or Subscription Software will occur upon the earlier of (a) electronic delivery by Motorola, or (b) the date Motorola otherwise makes the software available for access or download, or otherwise, to Customer or End User, as applicable.

3.3. Inspection and Acceptance. Customer’s acceptance of Equipment shall be deemed to have occurred upon delivery at the initial destination designated by the Customer. The Customer will have the right to inspect and test Equipment for up to ten (10) days from the date of shipment. If, upon notification by the Customer and verification by Motorola that any item(s) do not conform to the Agreement, Motorola shall correct the non-conformance of any such item(s) in accordance with Motorola’s standard warranty and return of equipment practices.

3.4. Software Licenses. All Licensed Software made available by Motorola to Customer will be subject to the terms and conditions of Motorola Solutions Software License Agreement (“**SLA**”) and/or other applicable license if and as specified by Motorola. The SLA and/or other applicable license terms will be deemed to be incorporated by reference into each of Customer’s purchase orders and will be executed if and when requested by Motorola. The terms of the SLA and/or other applicable license shall govern in the event of a conflict with any other terms specified in the order as accepted by Motorola.

Customer may transfer (sublicense) the software and firmware only under the conditions specified in Section 9.2 of the SLA. Customer will ensure End Users and authorized users comply with the terms of the SLA to the extent applicable.

3.5. To the extent Subscription Software is offered, then, subject to the SLA, to the extent applicable, Customer may transfer (license) to applicable End Users and authorized users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for the End User’s internal business purposes. The foregoing license grant will be limited to the number of licenses and specific End User(s) as set forth in the applicable Ordering Document. Such subscription will commence upon delivery of such Subscription Software (and recurring services, if applicable) and will continue for the period specified in an Ordering Document, to the extent all applicable

subscription payments are made pursuant to the Agreement. Motorola may modify the Subscription Software, any associated recurring services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. For clarity, however, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

3.6. Restrictions. Customer will ensure all authorized users' access and credentials are securely managed and that Products are not accessed by unauthorized third parties. Customer will ensure all authorized users comply with applicable conditions and restrictions necessitated by this Agreement and any related Motorola documentation. Reverse engineering, disassembling, reprogramming, modifying, creating derivative works, copying, reproducing, loaning, or merging such Products with other software or documentation shall be strictly prohibited. Customer must protect Motorola's exclusive ownership and prohibit any action that would cause Products, including the Subscription Software, software used to provide the Subscription Software, related IP or Motorola documentation to be placed in the public domain. Motorola may terminate any Agreement, in whole or in part, in the event of a violation of this Agreement or to the extent Motorola plans to cease offering the applicable Products, including Subscription Software to customers.

4. COMMERCIAL SERVICES

4.1. Motorola's commercial services may include (a) design, deployment, and integration services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**") agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or (c) other commercial and professional services, each as further described in the applicable Ordering Document ("**Services**").

4.2. Customer's acceptance of Services shall generally be deemed to have occurred upon completion. The Customer will have the right to inspect performed Services for up to seven (7) business days from the date of completion to determine if the Services performed conform to the Agreement's requirements. Upon notification by the Customer and verification by Motorola that the service(s) did not conform to the Agreement, the remedies provided under the Service Warranties provision below shall apply.

4.3. Integration Services for Systems. If Integration Services are purchased for a system, system level testing for Integration Services may be performed during system implementation in accordance with an agreed upon Acceptance Test Procedure ("ATP"). If specified in the Motorola Ordering Document, the warranty period for equipment items that are part of an ordered system will commence upon final system acceptance per the ATP, or six months after shipment of equipment items, whichever is earlier. Motorola shall retain,

and Customer hereby grants Motorola, a security interest and right of possession in the products until Customer makes full payment. Customer agrees to cooperate in whatever manner necessary to assist Motorola in perfection of said security interest upon request.

4.4. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

4.5. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

4.6. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

4.7. Lifecycle Management Services. If Lifecycle Management Services are purchased, acceptance occurs when the Equipment (if any) and Licensed Software are delivered and the Lifecycle Management services are fully performed. There is no acceptance testing with a Lifecycle Management transaction.

4.8. Maintenance and Repair Services. If maintenance or repair services are purchased, Customer agrees subject Products must be in good working order when service is initiated. Upon reasonable request, Customer agrees to provide Motorola a list of model and serial numbers of Equipment to be serviced, to identify any Equipment that is labeled intrinsically

safe for use in hazardous environments, and to notify Motorola promptly if any Equipment is lost, damaged or taken out of service. Customer agrees to provide information pertaining to the hardware and software elements of any system with which the equipment will be interfacing so that Motorola can perform its services. If any item of Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear and tear, unavailability of parts, the state of technology or practical infeasibility, Motorola may discontinue service on such equipment and reduce the price of applicable Services accordingly. Alternatively, Motorola may agree to continue to perform Services at an increased price. Unless otherwise specified, Service does not include replacement or repair of accessories or items that are consumed in normal operation, or upgrading or reprogramming of Equipment. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events. Motorola may utilize some materials and provide repair parts and replacement items which are used and/or reconditioned.

4.9. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola will be and remain the sole property of Motorola. Customer agree to require safeguards for all such property, to be liable for any loss or damage to such property, and to return or require it be returned to Motorola upon Motorola's request. Customer agrees that such property shall be held for Motorola's use without charge and that Motorola may remove it from the Customer's or the End User's premises at any time without restriction.

5. PAYMENT

5.1. Motorola may invoice for full or partial shipments, and upon completion of any ordered services or proposed milestones. Payments will be made in U.S. dollars. Unless otherwise agreed or addressed in other agreements, payment terms will consist of an amount due at time of order acceptance as specified by Motorola in its quotation or proposal, with Net 30 days for the balance, without condition or setoff, subject to Motorola's qualification of your payment ability. In the event any payment is late for any reason whatsoever, interest charges will be payable at the lesser of a) 1.5% per month or b) the maximum amount allowable under law. Motorola may require an amount due at time of contract signing, payment guarantees and security, and/or acceptable credit review as a condition of acceptance of any order. Pricing provided in a Motorola quote or proposal is subject to change if all proposed products and/or services are not ordered. Order(s) should reflect separate line items for equipment, integration services, and post-acceptance services (as applicable) as specified in the pricing section of the quote or proposal. Partial shipments and partial billings are authorized.

6. TAXES

6.1. Except as otherwise quoted, the prices set forth in the Agreement are exclusive of any amount for Federal, State and/or Local excise, sales, use, property, retailer's occupation or similar taxes. Seller's proposed prices do not include taxes on the assumption that this procurement is tax exempt; accordingly, Customer will notify Motorola in advance if any order is not tax exempt and provide a current tax exemption certificate promptly on Motorola's written request. If any such excluded tax is determined to be applicable to this transaction, or is not covered by an exemption, and Motorola is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Customer shall pay to Motorola the full amount of any such increase no later than ten (10) days after receipt of an invoice therefor.

7. WARRANTIES

7.1. Equipment and Software. As applicable, Motorola's standard commercial equipment, parts, and services warranties, and any warranty offered under its software license agreement, are provided to the End User purchaser/licensee, not to resellers.

7.2. Services. Motorola warrants that its maintenance and repair services will be free of defects in materials and workmanship for a period of ninety (90) calendar days following completion of the services. Motorola warrants that other Services will be performed in a professional and workmanlike manner and will conform in all material respects to the Ordering Document or to Motorola's standard practice. This warranty will be for a period of ninety (90) calendar days following completion of the services. Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming services or, at Motorola's option, to a refund on a pro-rata basis the fees paid for the non-conforming services.

7.3. Exclusions and Limitations. To the extent Services include recommendations, suggestions or advice (collectively, "recommendations"), Motorola makes no warranties concerning such recommendations, nor accepts responsibility for choosing whether and how to implement any such recommendations and any related results. To the extent Motorola is offering cyber related products or services, Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files, malware, indicators of compromise or internal threats or concerns. Customer accepts the cadence of any proposed updates, patching or other such services as developed in the regular course of MSI's standard product

releases/updates, unless otherwise expressly agreed by Motorola. Motorola shall not perform product development efforts or cyber or data related remediation efforts, or insure against cyber incidents. Motorola does not agree nor grant works for hire or unlimited rights in any of its work products or Services and reserves all rights to its pre-existing and any subsequently developed intellectual property, including all derivative rights.

7.4. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.5. THESE WARRANTIES ARE OFFERED IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period.

8. INTELLECTUAL PROPERTY INFRINGEMENT

8.1. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim.

Motorola's duties under this Section 8 Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with

embedded software).

8.3. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.4. This Section 8 – Intellectual Property Infringement provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in Section 9 – Limitation of Liability and General Indemnity, below.

9. LIMITATION OF LIABILITY AND GENERAL INDEMNITY

9.1. Disclaimer of consequential damages. Except for personal injury or death, Motorola, its affiliates, and its and their respective officers, directors, employees, subcontractors, agents, successors, and assigns (collectively, the "Motorola Parties") will not be liable in connection with this Agreement (whether under Motorola's indemnity obligations, a cause of action for breach of contract, under tort theory, or otherwise) for any indirect, incidental, special, exemplary, punitive, or consequential damages or damages for lost profits or revenues, even if Motorola has been advised by customer or any third party of the possibility of such damages or losses and whether or not such damages or losses are foreseeable.

9.2. Direct damages. Except for personal injury or death, the total aggregate liability of the Motorola parties, whether based on a claim in contract or in tort, law or equity, relating to or arising out of the agreement will not exceed the fees set forth in the ordering document under which the claim arose. Notwithstanding the foregoing, for any subscription software or for any recurring services, the Motorola parties' total liability for all claims related to such product or recurring services in the aggregate will not exceed the total fees paid for such subscription software or recurring service, as applicable, during

the consecutive twelve (12) month period immediately preceding the event from which the first claim arose.

9.3. Additional exclusions. Notwithstanding any other provision of this Agreement, Motorola will have no liability for damages arising out of (a) customer data, including its transmission to Motorola, or any other data available through the products or services; (b) customer-provided equipment, non-Motorola content, the sites, or third-party equipment, hardware, software, data, or other third-party materials, or the combination of products and services with any of the foregoing; (c) loss of data or hacking, ransomware, or other third-party attacks or demands; (d) modification of products or services by any person other than Motorola; (e) recommendations provided in connection with or by the products and services; (f) data recovery services or database modifications; or (g) Customer's or any authorized user's breach of this agreement or misuse of the products and services; (h) defects in or damage to products resulting from use other than in the normal authorized manner, or from accident, liquids, or neglect; (i) testing, maintenance, repair, installation, or modification by parties other than Motorola; (j) customer's or any authorized user's failure to comply with industry and OSHA or other legal standards; (k) damage to radio antennas, unless caused by defects in material or manufacturing; (l) equipment with no serial number; (m) batteries or consumables; (n) freight costs for shipment to repair depots; (o) cosmetic damage that does not affect operation; (p) normal wear and tear; (q) issues or obsolescence of licensed software due to changes in customer or authorized user requirements, equipment, or systems; or (r) tracking and location-based services or (s) beta services.

9.4. Customer's Responsibilities. Customer is responsible and will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any losses, damages or liabilities relating to Customer's or End User's failure to comply with the terms of Agreement or any misappropriation, unauthorized release, failure to protect or misuse of Motorola's intellectual property in connection with this Agreement.

10. INTELLECTUAL PROPERTY AND DOCUMENTATION

Any intellectual property ("IP") (including derivative IP) provided by or related to Motorola's products or services is deemed to be owned by Motorola and Motorola's exclusive property. Products and services may be delivered with documentation for the Equipment, software products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "Documentation") Documentation is and will be owned by Motorola, unless otherwise expressly agreed. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in

connection with the products and services. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the products or services.

11. EXCUSABLE EVENTS OR DELAYS

Motorola shall not be liable for any damages, delays in delivery or for non-delivery, in whole or in part, or failure to perform caused by the occurrence of any events or contingency beyond Motorola's reasonable control, including negligent, intentional, malicious or illegal conduct by third parties, whether or not foreseeable. In the event Motorola is unable to wholly or partially perform because of any cause beyond its control, Motorola may terminate this Agreement in whole or in part without any liability to Customer. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

12. ADDENDA AND PRODUCT SPECIFIC TERMS

Additional Motorola terms relating to specific Products or Services may apply and may be included in specific Motorola standard addenda, the Ordering Document or Motorola's standard commercial SOWS ("Addenda"). Any such Addenda will control with respect to conflicts with these terms but only as applicable to the Products or Services described in such Addenda.

13. LICENSES AND OTHER AUTHORIZATIONS

Unless otherwise provided in an Ordering Document, Customer is solely responsible for obtaining licenses or other authorizations required by any federal, state or local government agency, including the U.S. Federal Communications Commission, and for complying with all rules and regulations required by such agencies.

14. ASSIGNMENT

Except as otherwise provided in this 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).

15. DISPUTE RESOLUTION

15.1. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”)

15.2. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

15.3. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (“Notice of Mediation”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this Section 15.3 – Negotiation; Mediation will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 15.4 – Litigation, Venue, Jurisdiction below.

15.4. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

16. EXPORT COMPLIANCE

Each party shall comply with all applicable export and re-export laws and regulations of Customer's country and the U.S. Certain of Motorola's products may require special licensing. Specifically, but without limitation, Customer agrees that it will not resell or re-export any Motorola products, parts, or associated software or technical data in any form without obtaining appropriate export or re-export licenses from the applicable licensing bodies. Motorola will provide the classification for supplies and services upon request by Customer. If Motorola is engaged in exporting, manufacturing, or brokering defense articles or furnishing defense services, Motorola represents that it is and will continue to be registered with the Directorate of Defense Trade Controls (DDTC), and it maintains an effective export compliance program.

17. QUALITY ASSURANCE

Motorola's standard commercial quality assurance program will be utilized in the production and inspection of all Motorola Products. Motorola does not commit to meet any specifications or standards except as stated in its published specifications or as set out in an Ordering Document. **MOTOROLA WILL NOT PROVIDE CERTIFICATES OF CONFORMANCE.** Motorola may make changes to Products and Services as long as the replaced item or service is the same or better technology and sold at the same price, and subject to Customer's prior written consent, which shall not be unreasonably denied.

18. USE IN EUROPEAN UNION

If goods are being procured for use in the European Union (EU), the following statement is a part of any order: All goods to be shipped by Motorola under this Agreement are intended for the sole and direct use by the US military, US Dept. of State or other US Federal agencies, OR by military agencies of the EU country under a US Government FMS purchase, and no commercial or business usage of these products are intended; as such the requirements of the EU RoHS regulations do not apply. Additionally, it is intended that the goods will not be resold within the EU, and any non-RoHS items will not be disposed of within the EU.

19. ANNOUNCEMENTS/PUBLICITY

Both parties agree there may be opportunities to promote the relationship contemplated under this Agreement in a way that is beneficial to both organizations. Neither party shall issue any public announcement in connection with this Agreement without the express written consent of the other party, consent which shall not be unreasonably withheld. Public announcements may include, but shall not be limited to, reference of the relationship on each other's websites, issuance of a joint press release, media pitching to targeted press, social media posts and joint case studies upon project completion.

20. REGULATED SERVICES AND CONNECTIVITY

20.1 Certain regulated services require specific terms and conditions. If and to the extent Customer purchases Connectivity services, this provision will apply. Connectivity services are provided by Motorola Solutions Connectivity, Inc. (“Motorola”), a wholly owned subsidiary of Motorola Solutions, Inc. Motorola is liable for any regulatory or legal obligations or liabilities related to the provision of these services.

20.2 Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Ordering Document, which may be located on Customer or End User premises, mobile, and/or in remote data centers or cloud-based locations. Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to Ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“**MPLS**”) and Software Defined Wide Area Network (“**SD-WAN**”).

20.3 Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Equipment, as requested by Customer and as specified in an applicable Ordering Document. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola’s applicable vendor. Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, “SLAs”) procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided under the Agreement and any applicable Ordering Document. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.

20.4 Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days’ prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third

party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola. Customer agrees that Motorola may use, access and disclose Customer's, End User's and any authorized users' information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.

20.5 Network Monitoring. Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or authorities in accordance with applicable law. To the extent consent or notification is required by Customer, End User(s) or authorized users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all End User(s) and authorized users.

20.6 Termination. Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.

20.7 Taxes and Regulatory Cost Recovery Fees. Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes,

assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

21. THIRD PARTY REQUIREMENTS

Certain third party flow-down terms may be applicable to Motorola Solutions Products and Services, including those for Regulated Services and Connectivity. These include those terms listed at the linked: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html and those set out at Exhibits of the attached, if applicable, www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html, among other terms that may be referenced in an Ordering Document or included with Product or Service delivery. To the extent Products and Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, Customer will comply, and ensure its End Users and authorized users comply with all such third party requirements. Such third party terms may be changed from time to time, as required by the third party providers, and continued use of the Products and Services will be subject to such terms as modified.

22. SEVERABILITY

If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and

provisions shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.

23. COMMERCIAL PRODUCT AND SERVICES FLOWDOWN PROVISIONS

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE FROM THE FEDERAL ACQUISITION REGULATION (FAR) WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT.

52.203-13 Contractor Code of Business Ethics and Conduct

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

52.204-27 Prohibition on a ByteDance Covered Application

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition

52.219-8 Utilization of Small Business Concerns

52.222-35 Equal Opportunity for Veterans

52.222-36 Affirmative Action for Workers with Disabilities

52.222-37 Employment Reports on Veterans

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

52.222-50 Combating Trafficking in Persons

52.222-54 Employment Eligibility Verification

52.224-3 Privacy Training

52.244-6 Subcontracts for Commercial Products and Commercial Services

52.247-64 Preference for Privately Owned US-Flag Commercial Vessels

Customer may propose additional FAR, FAR supplement or other prime contract provisions to the extent applicable to FAR Part 12 commercial products or services. However, except and only to the extent expressly agreed upon by Motorola in an Ordering

Document or Appendix hereto, no other FAR or FAR Supplement provisions, nor any other Customer prime contract provisions, are accepted by Motorola, even if referenced in Customer's purchase order documentation or otherwise.

24. BUY AMERICAN, TRADE AGREEMENTS ACT AND COUNTRY OF ORIGIN

24.1. As regards to Buy American Act provisions, Motorola generally proposes equipment that meets the definitions of a commercial item and information technology as defined in FAR 2.101, and therefore consistent with FAR rule FAR 25.103(e), acquisitions of information technology meeting the commercial item definition, and using fiscal year 2004 or subsequent funds are exempt from the Buy American Act and Balance of Payments.

24.2. As regards to Trade Agreements Act provisions, generally, with the exception of certain entry level offerings (e.g., MOTOTRBO), all Motorola Solutions branded Land Mobile Radio (LMR) related main models (i.e., APX subscribers and Astro System hardware) ("Main Models") sold for US Markets should be compliant with the requirements of the Trade Agreements Act ("TAA"). Motorola does not represent that its commercial LMR related items sold internationally, such as TETRA devices, nor related accessories, individually, to be TAA compliant. In addition to the Main Models, there are numerous options and accessories for these Main Models. Model-options and accessories, when purchased and used in conjunction with the Main Models may not change the TAA compliant status of the Main Models. However, Motorola Solutions makes no representation that such options and accessories are compliant with the TAA when sold separately from the Main Model. To the extent Motorola is offering equipment manufactured by third parties, such equipment may or may not be compliant with TAA.

24.3. Generally, all Avigilon manufactured cameras and servers are TAA compliant, however, not all accessories nor spare parts will meet TAA requirements. Other video products may or may not be TAA compliant. To the extent Motorola is offering video related equipment manufactured by third parties, such as Avigilon Access Control equipment, such equipment may or may not be compliant with TAA.

24.4. Motorola will provide specific country of origin ("COO") information upon request for these or other Motorola Products. The specific COO information provided shall govern as it relates to the TAA applicability of such items.

24.5. Also note that to the extent options, accessories, and certain third party equipment that may not otherwise be TAA compliant are unique to the Motorola Solutions equipment or have been designed to specifically operate within the Motorola Solutions architecture, the Government could also make a non-availability determination for these items, as it is unlikely that alternate items could function with compliant Motorola Solutions items.

24.6. To the extent Motorola is offering radio communications infrastructure under this

offering, all such equipment will generally be integrated into a single communications system in Motorola's facility in Illinois. The integration process may involve software loading, racking and integration of system components, interconnecting cabling, programming of routers and other essential IT equipment, and extensive system-level testing. Consequently, this staging process constitutes "substantial transformation" of individual system components into a new and different item of commerce thereby making the overall communications system TAA compliant.

25. COMPLIANCE WITH LAWS AND ETHICAL BUSINESS CONDUCT

25.1. Customer shall execute its business with integrity and in a manner consistent with the requirements of applicable laws and regulations such as FAR 9.104-1 and FAR 52.203-13.

25.2. Customer shall comply with all applicable laws in relation to its dealings with the US Government and other End Users, including but not limited to the Procurement Integrity Act, the False Claims Act, anti-corruption laws and regulations, conflicts of interest of laws and regulations, contingent fee restrictions, lobbying restrictions, anti-kickback laws and regulations, export control laws and regulations, national security laws and regulations, the U.S. Foreign Corrupt Practices Act and other anti-bribery laws and regulations, and cybersecurity, information security and privacy laws and regulations.

25.3. Customer shall comply with all applicable laws and regulations pertaining to small business contracting, including, but not limited to, compliance with FAR Parts 19 and 52 and 13 C.F.R. Parts 121 – 127. Without limiting the foregoing, it shall be Customer's sole responsibility for ensuring compliance with all applicable rules concerning limitations on subcontracting and/or the nonmanufacturer rule and other rules relating to set-aside contracting.

26. CHANGES, TERMINATION AND ADJUSTMENTS

Unless agreed otherwise in writing, all orders are final and may not be cancelled by Customer after Motorola initiates performance or otherwise indicates order acceptance. Any changes or adjustments to this Agreement may be made only by written agreement of the parties, unless otherwise specified herein. Motorola shall not be required to comply with the cost accounting standards, contract cost principles or otherwise provide or disclose cost based information relating to this Agreement or any adjustments thereto. Nothing in this Agreement gives the Customer or any End User any right to audit Motorola's records.

27. END USER REQUIREMENTS

Customer is responsible for assuring that the End User entity is notified and complies with any applicable requirements specified in this Agreement and any applicable Ordering Document that may apply to the End User (e.g., such as warranty disclaimers and software license restrictions). Motorola will reasonably assist Customer in communicating such requirements to the End User where practicable and upon request, however, any such efforts by Motorola do not otherwise revise any terms of this Agreement.

28. FUTURE REGULATORY REQUIREMENTS

The Parties acknowledge and agree that Products and Services are offered in an evolving technological environment and therefore, laws and regulations and directives regarding Products and Services may change. Changes to Motorola's commercial Products and Services required to achieve any evolving regulatory compliances may be available for an additional fee.

29. PROCESSING DATA

Motorola will process Customer Data (including End User and authorized user data) under standards and protections as specified in an applicable Ordering Document. To the extent not otherwise addressed in an Ordering Document, Motorola's standard data processing policies as set out in Federal Reseller Data Processing Addendum (i.e., Data Processing Addendum Applicable To Prime Contractors and Federal Resellers), set out at <http://www.motorolasolutions.com/fedgov/omterms>, or which will be provided upon request, shall apply.

30. Motorola standard warranties, and Motorola Solutions Software License Agreement, set out at <http://www.motorolasolutions.com/fedgov/omterms>, are incorporated herein and made a part hereof, and apply to every order hereunder. If not attached in full text as part of an Ordering Document, these documents will be provided upon request.