

Services-Only Terms and Conditions Applicable to Orders from Non-FAR Based US Federal Government or US Unincorporated Territories

These terms shall apply to orders and contracts accepted by Motorola, to the exclusion of all other terms in the Customer's ordering documents. 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. Customer is responsible for assuring that the end user entity is notified of the following terms (such as warranty disclaimers and software license restrictions) that may affect them.

Section 1. Definitions

I. 1. "Motorola" and "Seller" shall mean Motorola Solutions, Inc., U.S. Federal Government Markets. "Customer" shall mean the legal entity issuing a contract or order. "Agreement" refers to individual purchase orders when accepted by Motorola.

Section 2. Description of Services

2.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment.

2.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

2.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement by mutually agreeable modification.

2.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

2.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

2.6. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, the parties may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment by modification to the contract.

2.7. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 3. Excluded Services

3.1. 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; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

3.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment; accessories, belt clips, UPSs, generators, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 4. Time and Place of Service

Service will be provided at the location specified in this Agreement. When Motorola performs service at

Services-Only Terms and Conditions Applicable to Orders from Unincorporated Territories of the United States

Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services excludes any charges or expenses associated with helicopter, boat or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services. Motorola will submit a proposal that requests payment for such charges and expenses.

Section 5. Payments and Charges

Payment terms will consist of an amount due at time of contract signing as specified by Motorola in its quotation or proposal, with Net 20 days for the balance, without condition or setoff. 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.

Maintenance coverage is billed monthly in arrears. Other work will be invoiced upon completion unless specified otherwise in Motorola's quote or proposal.

In addition to the charges specified in Motorola's quote or proposal or in the order accepted by Motorola, you will pay all applicable sales, use and excise taxes on the services furnished under or resulting from this order (except those based on our net income) unless you furnish us with verification that you are exempt from such taxes.

Section 6. Documentation and Information

Unless otherwise agreed, all documentation and information provided by Motorola will be considered Motorola Proprietary Information and shall not be disclosed by Customer to any other party.

Section 7. Warranty

7.1. **Maintenance and Repair:** Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the services. Your sole remedy in the event of a breach of this warranty is to require Motorola to re-perform the non-conforming service or, at Motorola's option to refund on a pro-rata basis the price paid for the non-conforming service.

7.2. **Other Services:** Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the SOW or, to Motorola's standard practice if there is no SOW. This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or, at Motorola's option to refund on a pro-rata basis the fees paid for the non-conforming Services. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning the recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

7.3. **Disclaimer: MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 8. Licenses and Other Authorizations

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Services-Only Terms and Conditions Applicable to Orders from Unincorporated Territories of the United States

Section 9. Materials, Tools and Test Equipment

In performing repairs and maintenance, Motorola may utilize some materials and provide repair parts and replacement items which are used and/or reconditioned. 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. You agree to safeguard all such property while it is in your custody or control, to be liable for any loss or damage to such property, and to return it to Motorola upon request. You agree to hold such property for Motorola's use without charge and that we may remove it from your premises at any time without restriction.

Section 10. Inspection and Acceptance

Acceptance of the services shall be deemed to have occurred upon their completion. The Customer will have the right to conduct its own inspection of the performed services for up to seven (7) days from the date of completion, to determine if the performed services conformed to the contract requirements. Upon notification by the Customer, and verification by Motorola, that the service(s) did not conform to the contract, the remedies provided under the Motorola warranty shall apply.

Section 11. Taxes

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. Our proposed prices do not include taxes on the assumption that this procurement is tax exempt; accordingly, we will require a current tax exemption certificate as part of our acceptance of any orders. 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 therefore.

Section 12. Excusable Delay

Motorola shall not be liable for any delay in performance, or for non-performance, in whole or in

part, or failure to perform caused by the occurrence of any contingency beyond Motorola's reasonable control. 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.

Section 13. Patent And Copyright Infringement

13.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

13.2. 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 Product; (b) replace or modify the Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Product and grant Customer a credit for the Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Product; (c) Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such

Services-Only Terms and Conditions Applicable to Orders from Unincorporated Territories of the United States

designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

13.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola 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 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14. Limitation Of Liability

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. **Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or any other cause of action, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR LEGAL THEORY FOR DAMAGES RELATED TO INCONVENIENCE, DOWNTIME, INTEREST, COST OF CAPITAL, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OF USE, TIME, DATA, OR GOOD WILL, OR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR**

CONSEQUENTIAL DAMAGES, REGARDLESS OR WHETHER SUCH LOSSES ARE FORESEEABLE. THIS SECTION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

15. Packaging And Marking

All packaging, packing and marking will be in accordance with Motorola's standard commercial practice.

16. Proprietary Information

Unless otherwise agreed in writing, all documentation or information provided by Motorola will be considered Motorola Proprietary Information and shall remain Motorola's exclusive property.

17. Dispute Resolution

Both parties agree that any claims or disputes, except for claims or disputes relating to intellectual property, will be submitted to non-binding mediation prior to initiation of any formal legal process. Costs of mediation will be shared equally. The use of mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party, and nothing in this provision will prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute have been unsuccessful, or (b) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

18. Export Compliance

Customer shall comply with all applicable export and reexport laws and regulations of Customer's country and the U.S. Certain of Motorola's communications products may require special licensing. Specifically, but without limitation, Customer agrees that it will not resell or reexport any Motorola products, parts, or associated software or technical data in any form without obtaining appropriate export or reexport licenses from the applicable licensing bodies.

Services-Only Terms and Conditions Applicable to Orders from Unincorporated Territories of the United States

19. Quality Assurance

Motorola's standard commercial quality assurance program will be utilized in the production and inspection of all Motorola equipment, software and parts. Motorola does not commit to meet any specifications or standards except as stated in published specifications. MOTOROLA WILL NOT PROVIDE CERTIFICATES OF CONFORMANCE.

20. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS.

21. 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.

22. Customer Contact

Unless other contact procedure is mutually agreed to, Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

23. 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.