

## Cyber Addendum

Motorola Solutions Inc. ("**Motorola**") and the customer named in the Agreement to which this Cyber Addendum (the "**Addendum**") is attached ("**Customer**") hereby agree as follows:

### Section 1. APPLICABILITY

1.1 This Addendum sets out terms applicable to Customer's purchase of cyber security services that are in addition to, and that may in some respects amend or supersede, terms in the Agreement pertaining to (i) Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services ("**Subscription Services**"),(ii) professional services ("**Professional Services**"), and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("**Retainer Services**") (all collectively herein, "**Services**").

### Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "**Customer Contact Data**" has the meaning given to it in the DPA.

2.2 "**Customer Data**" has the meaning given to it in the DPA.

2.3 "**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum I applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is attached to this Addendum and is incorporated into and made a part of this Addendum and the Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in this Addendum or the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA

2.4 "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.5 "**Motorola Data**" has the meaning given to it in the DPA.

2.6 "**Process**" or "**Processing**" has the meaning given to it in the DPA.

2.7 "**Service Use Data**" has the meaning given to it in the DPA.

2.8 "**Statement(s) of Work**" or "**SOW(s)**" as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) , and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Addendum. Statements of Work may set out certain "**Deliverables,**" which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW and this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

2.9 "**Third-Party Data**" has the meaning given to it in the DPA.

### Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a SOW. Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola's performance of such Services or, if applicable, upon

exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 **Subscription Services.** Delivery of Subscription Services will occur upon Customer's receipt of credentials required for access to the Subscription Services or upon Motorola otherwise providing access to the Subscription Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola ("**Supplied Equipment**"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, "**Motorola Materials**"). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or Deliverables, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Deliverables and the Motorola Materials. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Services and associated Deliverables solely for Customer's internal business purposes.

3.2.1 Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers.

3.2.2 In addition to terms set forth in this Addendum, certain components of the Subscription Services and the Motorola Materials may be governed by one or more third-party End User License Agreements ("**EULA**"), which include terms governing third-party software licensed to Motorola ("**Licensed Software**"), such as open source software, included in the Subscription Services and/or the Motorola Materials. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements. EULAs for the Licensed Software are linked through the proposal to which this Addendum is attached.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services ("**Customer-Provided Equipment**"), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 **Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Addendum including the right to Process and use the Customer Data as set forth in the DPA. The Parties agree that with regard to the Processing of personal information that may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to the provisions of the DPA.

3.5 **Motorola Use of Customer Data.** Notwithstanding any provision to the contrary in this Addendum or any related agreement, and except as may be provided to the contrary in the DPA, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

3.6 **Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this

Addendum and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to products and Services. **"Authorized Users"** are Customer's employees, full-time contractors engaged for the purpose of supporting the products and Services that are not competitors of Motorola or its affiliates, and the entities (if any) specified in a SOW or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

3.7 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services (**"Beta Service"**) available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge (**"Proof of Concept"** or **"POC Service"**), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

#### **Section 4. WARRANTY**

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2. Customer acknowledges, understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except in instances of gross negligence in performing the Services, Motorola disclaims responsibility for costs incurred by Customer in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, inadequacies in or failure of Customer's network, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Services.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

4.4 Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the SOW(s). 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 to refund, on a pro-rata basis, the fees paid for the non-conforming Services. OTHER THAN THOSE WARRANTIES SET FORTH IN THIS SECTION 4, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables for the Subscription Services may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

4.5. Pass-Through Warranties. Notwithstanding any provision of this Addendum or any related agreement to the contrary, Motorola will have no liability for third-party software, hardware or services resold or otherwise provided by Motorola; provided, however, that to the extent offered by third-party software, hardware or services providers and to the extent permitted by law, Motorola will pass through to Customer express warranties provided by such third parties.

## **Section 5      LIMITATION OF LIABILITY**

5.1. 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 SERVICES PROVIDED UNDER THIS ADDENDUM (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.

5.2. 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 THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES, OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED 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, SERVICES, 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 ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 5.3 – Additional Exclusions**, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to

perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. This Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.