

ComparisonManager Pro Addendum

This ComparisonManager Addendum (this “**Addendum**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement, or other agreement, entered into between the Parties (referred to as the “**MCA**”). Capitalized terms used in this Addendum, but not defined herein, will have the meanings set forth in the applicable MCA or other applicable addenda.

1. **Addendum.** This Addendum governs Customer’s purchase and use of Motorola’s ComparisonManager image comparison and recognition software (“**ComparisonManager**”), as defined in the applicable Proposal. ComparisonManager is a “Licensed Software” as defined in the MCA. In addition to the MCA, other Addenda may be applicable to the Products offered under this Addendum, together with any other applicable terms herein. This Addendum will control with respect to conflicting terms in the MCA, or any other applicable Addendum, but only as applicable to the ComparisonManager Products purchased under this and not with respect to other Products.
2. **Software as a Service (SaaS).** If ComparisonManager is purchased as on a Subscription basis as a SaaS Product, during the Subscription Term, as identified in the applicable Proposal, and upon payment of Fees, Motorola grants Customer a non-exclusive, non-transferable right and license to access the SaaS Products for use in accordance with the terms of this Agreement. Although Customer is responsible for ensuring their use of ComparisonManager adheres to all regional laws and regulations, Motorola reserves the right to immediately terminate or change the SaaS offering due to changes in applicable laws or regulations, reputational risk, or any prohibition of sales. Notwithstanding any other provision to the contrary, and in addition to all other rights in the MCA, Motorola reserves the right to suspend delivery of the SaaS Product immediately upon notice to Customer if Customer or its Authorized Users violates the terms of this Addendum.
3. **Usage Restrictions and Responsible Use.** Use and access to ComparisonManager is strictly restricted to Law Enforcement Agencies (“LEAs”) and their Authorized Users. Customer acknowledges and agrees that ComparisonManager is purely an investigative tool. Customer shall use ComparisonManager solely for investigatory purposes. Customer shall not rely on the comparisons made within ComparisonManager to make determinations and shall independently verify all image comparisons or investigative leads made through ComparisonManager.
 - a. In addition to the restrictions in the MCA, and applicable addenda, Customer agrees that it shall not, and ensure that its Authorized Users do not use ComparisonManager Products to:
 - i. engage in activity that would lead to discrimination or violation of civil rights
 - ii. transmit or upload any material that it unlawfully possesses
 - b. **Responsible Use Policies.** Customer shall maintain internal policies regarding the responsible usage of image recognition technology. Such policies shall include requirements for the appropriate vetting and regular training of all Authorized Users. Access to ComparisonManager shall not be provided to any Authorized Users that have not been properly trained or vetted under the Customer’s internal policies.
4. **Data Sharing and Ownership.**
 - a. **Customer Content.** Customer may upload images collected by the Customer, which includes, but is not limited to booking images (“**Customer Images**”) or other Customer Data into ComparisonManager. Customer Images shall be considered Customer Data as defined in the MCA. Customer maintains ownership of all Customer Images it uploads into ComparisonManager and is solely responsible for setting its image retention policy within the ComparisonManager platform.

- i. Customer represents and warrants that they have lawfully obtained and own any data, images, or content uploaded into the Products, or otherwise have the rights and license to upload such Customer Images and Customer Data into the SaaS Products (eg., Customer should not upload social media images into the SaaS Products, unless Customer has the appropriate rights and licenses). Customer represents and warrants that the uploading of Customer Data or any Third Party Data shall not violate the rights of any third party, including but not limited to intellectual property, copyright, or privacy rights, nor does the uploading of such data result in a breach of contract between Customer and a third party.
- ii. Customer acknowledges and agrees that all Customer Images uploaded, Customer Data processed, and Services provided through the SaaS Product are solely for government and/or law enforcement purposes
- iii. **Data Sharing:** Customers may choose to share its Customer Images with other LEAs in ComparisonManager. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of ComparisonManager, as applicable. Third-party images/booking data are governed by the retention policy of its respective owner. Once the Third Party Data or booking data has reached its expiration date it will be deleted from ComparisonManager in accordance with the retention terms of the sharing agency.

- b. **Motorola Provided Content, Products, and Services.** No commercial booking images or Motorola owned or licensed images will be provided to the Customer through the ComparisonManager platform. Nothing contained in this Agreement shall be deemed to convey to Customer or to any other party any ownership interest to any shared Third Party Data, ComparisonManager, or SaaS Product. In the event any Motorola owned or Licensed Data is provided (as defined in the DLA), Customer shall be required to agree to the terms of the [Data License Addendum](#) ("DLA").

- 5. **Application Programming Interface (API).** This Section applies to the extent that Motorola offers an API or Integration Services, whereby Customer may load Customer Images and provide for ongoing updating of LPR Data or Customer Images into a third-party system of Agency's choosing. This service is offered as an optional service and in addition to the annual Subscription Fee. All APIs are provided "AS IS" with no warranties. Notwithstanding the foregoing, in the event third-party services are utilized, additional end user terms may apply. The Customer may not share access to Motorola's APIs or integrations with any third party or make them publicly available. The APIs can only be hosted on private platforms restricted to the Customer's internal Authorized Users. Customer agrees to, and will not attempt to circumvent, such limitations documented with each API.
- 6. **Third Party & Customer Software and Data.** To the extent Motorola incorporates the software and/or data of any third party into the SaaS or Licensed Software, including but not limited to any Customer Images, Customer Data, Third-Party Data uploaded by the Customer, or shared by another LEA, Customer shall be responsible for ensuring that they have all necessary rights, permissions, and licenses to use that Third-Party or Customer Data. Customer specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Customer agrees that it shall not (i) decompile, disassemble or reverse engineer such third-party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Addendum; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Customer shall instruct each Authorized User to comply with the preceding restrictions.

7. **Compliance with Laws.** Customer is solely responsible for itself and its Authorized Users' uploading of Customer Data or Customer Images into ComparisonManager, access to and use of the Products, and shall abide by, and ensure compliance with, all applicable laws in connection with the Customer's and its Authorized Users' use of the Products, including but not limited to, laws and regulations related to software, intellectual property, data privacy, export control, and any laws applicable to Customer's use of image or facial recognition technology (including but not limited to any applicable laws relating to biometrics and privacy, such as the Illinois Biometric Information Privacy Act). Customer may not upload any images in violation of any applicable laws or use the Products to upload images of, research, or identify any individuals residing in the State of Illinois. Although Customer is responsible for ensuring their use of ComparisonManager adheres to all regional laws and regulations, Motorola reserves the right to immediately terminate or change the Product offering due to changes in applicable laws or regulations, reputational risk, or any prohibition of sales.
8. **Disclaimer.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MCA, AND ANY APPLICABLE ADDENDA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA IS NOT RESPONSIBLE FOR (AND WARRANTIES AND INDEMNITIES DO NOT APPLY TO) THE UPLOADED DATA OR CUSTOMER IMAGES. CUSTOMER AGREES THAT ANY API, LICENSED SOFTWARE, SOFTWARE-AS-A-SERVICE PRODUCT, OR SERVICE IS PROVIDED AS-IS AND WITHOUT WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT, AT THEIR OWN RISK, WHEN USING THE SOFTWARE-AS-A-SERVICE PRODUCT AND IMAGE COMPARISONS. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT AVAILABILITY OF CONTENT SHALL BE UNINTERRUPTED, ACCURATE, COMPLETE, OR ERROR-FREE. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS IS AT YOUR OWN DISCRETION AND RISK. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SOFTWARE-AS-A-SERVICE PRODUCTS. MOTOROLA CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SOFTWARE-AS-A-SERVICE PRODUCTS.
9. **Indemnification.** To the extent permitted by law, in addition to the indemnities set forth in the MCA, and applicable addenda, Customer will defend, indemnify, and hold Motorola and its 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 actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) the uploading Customer Data (including any content or customer or booking images uploaded into ComparisonManager) (b) any determinations, decisions, materials, reports, analytics, or other information or materials made by, developed by or on behalf of Customer or its Authorized Users; (c) Customer or its Authorized User's violation of laws or regulations, and (d) any breach by Customer of any representations, warranties, or commitments made by Customer to third parties, including its Authorized Users.
10. **Survival.** The following provisions will survive the expiration or termination of this Addendum for any reason: **Section 2 – Software-as-a-Service; Section 3 – Usage Restrictions and Responsible Use; Section 4 – Data Sharing and Ownership; Section 6 – Third Party & Customer Software/Data; Section 7 – Compliance with Laws; Section 8 – Disclaimer; Section 9 – Indemnification**