

**APPENDIX I (proposed)**  
**TO DIR CONTRACT NUMBER DIR-TSO-4101**  
**ADDENDUM FOR CYBER SECURITY SERVICES**

This Addendum for Cyber Security Services Addendum (“**Cyber Addendum**”) to DIR Contract number DIR-TSO-4101 (“**Primary Agreement**”) is entered into between Motorola Solutions, Inc. (“**Motorola**”) and \_\_\_\_\_ (“**DIR Customer**”) relating to the DIR Customer’s purchase of cyber security services under the terms of the Primary Agreement,.

**Section 1       SCOPE OF ADDENDUM**

1.1       This Addendum governs DIR Customer’s purchase of cyber security services, including professional services and managed security or subscription services and any related software, products, items or devices to be provided by Motorola to DIR Customer (“**Cyber Security Services**” or “**Services**”), the nature and scope of which are more fully described in a Statement of Work. This Addendum sets out the additional terms and conditions as it relates to the DIR Customer’s purchase of such Services.

1.2       “Statement(s) of Work” or SOWs” as used in the Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under the Primary Agreement or otherwise pursuant to this Addendum. The initial statement of work will be attached hereto as Exhibit A-1, and any additional, mutually agreed upon statements of work, each of which will be governed by the terms and conditions of this Addendum shall be attached hereto as Exhibits A-2, A-3 etc. 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 DIR Customer in the performance of the Services and is obligated to provide to DIR Customer under a SOW and this Addendum. The Deliverables, if any, are more fully described in the Statements of Work.

**Section 2       CYBER SECURITY SERVICES**

2.1       Cyber Security Services often require active customer engagement. This Addendum and the SOW(s) set out items or actions to be accomplished by DIR Customer. DIR Customer will also assist or provide or perform items or actions as reasonably requested by Motorola in the course of performance and necessary to ensure timely and efficient performance of the Services. DIR Customer will ensure that information DIR Customer provides to Motorola in connection with receipt of Services is accurate and complete in all material respects.

2.2       DIR Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the products and Services and perform its other duties under any SOW and this Addendum. Unless the applicable SOW states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or DIR Customer information, decisions, or approvals. Services and Deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to Motorola; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

2.3       DIR Customer shall take any actions necessary to mitigate risk to its operations and protect and preserve its computer systems, data environment, networks and DIR Customer Data, including creation of operational workarounds, backups and redundancies. DIR Customer shall inform Motorola in advance to the extent adequate backups and redundancies are not possible for certain elements of its systems or data. DIR Customer acknowledges and agrees that Services may impact, disrupt or damage information systems, data environments, data or DIR Customer Data. Motorola disclaims

responsibility for costs in connection with any such disruptions of and/or damage to DIR Customer's or a third party's information systems, equipment, voice transmissions, data and DIR Customer Data, including, but not limited to, 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 Service.

2.4 Inherent Limitations on Scope of Services. Because of the evolving, often malicious and often highly sophisticated nature of cyber security threats, as well as the evolving complexity and customization inherent in many customer computer system environments, among other things, the protections offered by Cyber Security Services are necessarily limited. Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns. Motorola does not guarantee that any recommendations it makes will be successful.

2.5 Reserved.

2.6 DIR Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Services ("DIR Customer-Provided Equipment"). DIR Customer will be responsible, at its sole cost and expense, for providing and maintaining the DIR Customer-Provided Equipment in good working order. DIR Customer represents and warrants that it has all rights in DIR Customer-Provided Equipment to permit Motorola to access and use the applicable DIR Customer-Provided Equipment to provide the Services under this Cyber Addendum, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). DIR Customer (and not Motorola) will be fully liable for DIR Customer-Provided Equipment, and DIR Customer will immediately notify Motorola of any DIR Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Services under this Cyber Addendum, and DIR Customer acknowledges that any such events may cause a change in the price, fees or performance schedule.

2.7 Non-Motorola Content. In certain instances, DIR Customer may be permitted to access, use, or integrate DIR Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Services. If DIR Customer accesses, uses, or integrates any Non-Motorola Content with the Services, DIR Customer will first obtain all necessary rights and licenses to permit DIR Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Services. DIR Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with subscription services), and to otherwise enable interoperation with the Services. DIR Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Services, and that DIR Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to DIR Customer Data (as defined below), DIR Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access DIR Customer Data, in connection with the interoperation of such Non-Motorola Content with the Services. DIR Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of DIR Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Services). If DIR Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Services, DIR Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 7.2 – Intellectual Property Infringement.

2.8 Beta Services. If Motorola makes any beta version of its Services (“Beta Service”) available to DIR Customer, DIR Customer may choose to use such Beta Service at its own discretion, provided, however, that DIR Customer will use the Beta Service solely for purposes of DIR Customer’s evaluation of such Beta Service, and for no other purpose. DIR Customer acknowledges and agrees that all Beta 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 Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. DIR Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.9 Subscription Services License. Subject to DIR Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola grants DIR Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use of any subscription or recurring Services identified in a SOW, and the associated Documentation, if any, solely for DIR Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a SOW (if applicable), and will continue for the applicable Subscription Term. No custom development work will be performed under this Cyber Addendum. If applicable, Motorola will have the right to conduct an audit of total user licenses credentialed by DIR Customer for any Services during the applicable term, and DIR Customer will cooperate with such audit. If Motorola determines that DIR Customer’s usage of Services exceeded the total number of any applicable licenses purchased by DIR Customer, Motorola may invoice DIR Customer for the additional licenses used by DIR Customer, pro-rated for each additional license from the date such license was activated, and DIR Customer will pay such invoice in accordance with the payment terms in this Cyber Addendum or SOW. Notwithstanding any provision to the contrary, to the extent certain Services are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, DIR Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

2.10 DIR Customer Restrictions. DIR Customers and Authorized Users will comply with the applicable Documentation, if any, and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where DIR Customer uses the Services) in connection with their use of Services. DIR Customer will not, and will not allow others including the Authorized Users, to make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide any subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software; copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party; take any action that would cause the subscription Services, software used to provide the Services, or Documentation to be placed in the public domain; use the Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials to subscription Services (including among Authorized Users); use the Services to store or transmit malicious code; or attempt to gain unauthorized access to the subscription Services or its related systems or networks.

### **Section 3 SOW PRICE OR FEE SCHEDULE**

3.1 Each Statement of Work shall set out an agreed upon price and/or fee schedule applicable to that SOW in U.S. dollars. The parties acknowledge that pricing is dependent on the full term or subscription periods specified in any such SOW. Unless otherwise provided in a SOW, DIR Customer will prepay an annual subscription fee set forth in a SOW for each subscription Service and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription fee for subscription Services and associated recurring Services may include certain one-time fees, such as start-up fees, license fees, or other fees set forth in a SOW. Motorola will have the right to suspend the Services if DIR Customer fails to make any payments when due.

3.2 Invoicing. Motorola will invoice DIR Customer at the frequency set forth in the applicable SOW, and DIR Customer will pay all invoices in accordance with the Primary Agreement. .

3.3 Reserved.

#### **Section 4 TIME SCHEDULE; FORCE MAJEURE;**

4.1 All Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period. Delivery of subscription Services will occur upon DIR Customer's receipt of credentials required for access to the subscription Services or upon Motorola otherwise providing access to the subscription Services platform. Non-recurring or non-subscription Services described in a SOW will be deemed complete upon Motorola's performance of all Services listed in such SOW ("**Service Completion Date**").

4.2 Term. The term of this Cyber Addendum will commence upon the Date set forth on the signature page below and will continue until the expiration or termination of all SOWs under this Cyber Addendum. Unless otherwise set out in a SOW or another addendum, DIR Customer's subscription Services under this Cyber Addendum, if any, will commence upon delivery of such subscription Services (and/or recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in a SOW (the "**Initial Subscription Period**").

4.3 Reserved.

#### **Section 5 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

5.1. CONFIDENTIAL INFORMATION. This Section 5 is subject to the Texas Public Information Act.

5.1.1. "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Cyber Addendum in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include products and Services, and Documentation, as well as any other information relating to the products and Services. The nature and existence of this Cyber Addendum are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

5.1.2. During the term of this Cyber Addendum, the parties may provide each other with Confidential Information. All Deliverables will be deemed to be Motorola's Confidential Information. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Cyber Addendum or pursuant to the license granted immediately below.

5.1.3. The disclosing party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing party hereby grants to the receiving party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful business purpose in the manner and to the extent permitted by this Cyber Addendum.

## 5.2. PROPRIETARY RIGHTS; DATA; FEEDBACK.

5.2.1 DATA DEFINITIONS. The following terms will have the stated meanings: “DIR Customer Contact Data” means data Motorola collects from DIR Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “Service Use Data” means data generated by DIR Customer’s use of the Services or by Motorola’s support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use; “DIR Customer Data” means DIR Customer data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of DIR Customer, its Authorized Users, and their end users through the use of the Services. DIR Customer Data does not include DIR Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the DIR Customer, DIR Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing services; “Third-Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to DIR Customer through the products or Services; “Motorola Data” means data owned or licensed by Motorola; “Feedback” means comments or information, in oral or written form, given to Motorola by DIR Customer or Authorized Users, including their end users, in connection with or relating to the products or Services; and “Process” or “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

5.2.2. Motorola Materials. DIR Customer acknowledges that Motorola may use or provide DIR Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “Motorola Materials”). The Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. 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 Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, neither this Cyber Addendum nor the Primary Agreement grants to DIR Customer any shared development rights in or to any Motorola Materials or other intellectual property, and DIR Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to DIR Customer, and no rights, other than those expressly granted herein, are granted to DIR Customer by implication, estoppel or otherwise. DIR Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Services or other Motorola Materials, or permit any third party to do so.

5.2.3 Ownership of DIR Customer Data. DIR Customer retains all right, title and interest, including intellectual property rights, if any, in and to DIR Customer Data. Motorola acquires no rights to DIR Customer Data except those rights granted under this Cyber Addendum including the right to Process and use the DIR Customer Data as set forth in Section 5.2.4 – Processing DIR Customer Data below. The Parties agree that with regard to the Processing of personal information which may be part of DIR Customer Data, DIR Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 5.2.4.3 – Sub-processors.

#### 5.2.4 Processing DIR Customer Data.

5.2.4.1. Motorola Use of DIR Customer Data. To the extent permitted by law, DIR Customer grants Motorola and its subcontractors a right to use DIR Customer Data and a royalty-free, worldwide, non-exclusive license to use DIR Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such DIR Customer Data and to communicate, transmit, and distribute such DIR Customer Data to third parties engaged by Motorola) to (a) perform Services and provide products under the Cyber Addendum, (b) analyze the DIR Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Any additional or alternate instructions must be agreed to according to the change order process. DIR Customer represents and warrants to Motorola that DIR Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

5.2.4.2 Collection, Creation, Use of DIR Customer Data. DIR Customer further represents and warrants that the DIR Customer Data, DIR Customer's collection, creation, and use of the DIR Customer Data (including in connection with Motorola's Services), and Motorola's use of such DIR Customer Data in accordance with the Cyber Addendum, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). DIR Customer also represents and warrants that the DIR Customer Data will be accurate and complete, and that DIR Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the DIR Customer Data as described in the Cyber Addendum.

5.2.4.3 Sub-processors. DIR Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Cyber Addendum. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

5.2.5. Data Retention and Deletion. Except for anonymized DIR Customer Data, Motorola will delete all DIR Customer Data following termination or expiration of this Cyber Addendum, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of DIR Customer Data must be made by DIR Customer to Motorola in writing before expiration or termination of this Cyber Addendum. Motorola will have no obligation to retain such DIR Customer Data beyond expiration or termination unless the DIR Customer has purchased extended storage from Motorola through a mutually executed agreement.

5.2.6. Service Use Data. DIR Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is DIR Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect

to such collection and use, and DIR Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

5.2.7. **Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to DIR Customer through the Services. DIR Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than DIR Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with DIR Customer Data or other data or use the data to build databases. Any rights granted to DIR Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of this Cyber Addendum. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate DIR Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes DIR Customer's or the Authorized User's use of the data violates the Cyber Addendum, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of DIR Customer's rights to use any Motorola Data or Third-Party Data, DIR Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this Cyber Addendum to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data.

5.2.8. **Feedback.** Any Feedback provided by DIR Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by DIR Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to DIR Customer or Authorized Users and DIR Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

5.2.9. **Improvements.** The Parties agree that, notwithstanding any provision of this Cyber Addendum, all fixes, modifications and improvements to the Services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, DIR Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. DIR Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

5.2.10 **Deliverables.** Deliverables, if any, will be deemed Confidential Information. Provided that Client has paid all fees in full under the applicable SOW, Motorola licenses DIR Customer the use of the Deliverables for Client's internal business purposes only. Motorola Materials, to the extent incorporated in the Deliverables or otherwise utilized in a SOW or in the performance of this Cyber Addendum, are and will remain the sole and exclusive property of Motorola. No license to use Motorola Materials is granted herein or by licensing of the Deliverables.

5.2.11 **Documentation.** Products and Services may be delivered with documentation for equipment, software products, Services 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. Motorola hereby grants DIR Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Services.

5.2.12 **Authorized Users.** DIR Customer will ensure its employees and Authorized Users comply with the terms of this Cyber Addendum and will be liable for all acts and omissions of its employees and Authorized Users. DIR Customer is responsible for the secure management of Authorized Users'

names, passwords and login credentials for access to products and Services. "Authorized Users" are DIR 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 DIR Customer agencies.

5.2.13 Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all DIR Customer Contact Data as a controller and shall Process such DIR Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with DIR Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

## **Section 6      WARRANTY**

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Cyber Addendum and perform its obligations hereunder, and (b) the Cyber Addendum will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable SOW; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in the Primary Agreement and subsection (a) above, subscription or recurring Services are not warranted but rather will be subject to the requirements of the applicable SOW.

6.3. Warranty Claims; Remedies. To assert a warranty claim, DIR Customer must notify Motorola in writing of the claim prior to the expiration the warranty period set forth in this Cyber Addendum. Upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming product or re-perform any non-conforming Service, at its option. Motorola's warranties are extended by Motorola to DIR Customer only, and are not assignable or transferrable.

6.4 Reserved.

6.5 DIR 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 to the extent set forth in Section 6.2, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to DIR Customer's or a third party's information systems, equipment, voice transmissions, data and DIR Customer Data, including, but not limited to, 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 Service.

6.6 Pass-Through Warranties. Except as provided by the Primary Agreement, notwithstanding any provision of this Cyber Addendum, 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.



**Section 7 INDEMNIFICATION**

**Section 8 LIMITATION OF LIABILITY**

Reserved.

**SECTION 9 DEFAULT AND TERMINATION**

9.1 Default by a Party. Reserved.

9.2. Failure to Cure. Reserved.

9.3 Termination. Motorola may terminate this Cyber Addendum or SOWs hereunder, or suspend delivery of subscription Services or Services, immediately upon notice to DIR Customer if (a) DIR Customer breaches the Cyber Addendum or a SOW requirement relating to its responsibilities, license obligations, or restrictions relating to the Services or Documentation, or, or (b) it determines that DIR Customer's use of the Services poses, or may pose, a security or other risk or adverse impact to any Services, Motorola, Motorola's systems, or any third party (including other Motorola DIR Customers). DIR Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Services and Documentation, and that DIR Customer's breach of the Cyber Addendum will result in irreparable harm to Motorola for which monetary damages would be inadequate. If DIR Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

9.4. Wind Down of Services. Reserved.

**Section 10 DISPUTES**

Reserved

**Section 11 GENERAL**

11.1. Taxes. The Cyber Addendum or SOW price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by DIR Customer except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to DIR Customer and DIR Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

11.2. Assignment and Subcontracting. Reserved.

11.3. Third-Party Beneficiaries. The Cyber Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Cyber 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 included in the software products will be a direct and intended third-party beneficiary of this Cyber Addendum.

11.4 Waiver. Failure or delay by either party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.5. Severability. If any provision of the Cyber Addendum is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Cyber Addendum will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

11.6. Independent Contractors. Each party will perform its duties under this Cyber Addendum as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Cyber Addendum will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Cyber Addendum will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

11.7. Headings and Section References. The section headings in this Cyber Addendum are inserted only for convenience and are not to be construed as part of this Cyber Addendum or as a limitation of the scope of the particular section to which the heading refers. This Cyber Addendum will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

11.8. Governing Law. Reserved.

11.9. Entire Addendum. Reserved.

11.10. Notices. Reserved.

11.11. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Cyber Addendum. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

11.12 Personnel assigned by Motorola to perform the Services or provide the Deliverables to DIR Customer shall be employees of Motorola, its affiliates or their contractors. During the term of this Cyber Addendum and for twelve (12) months thereafter, DIR Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

11.13. Authority to Execute Addendum. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Cyber Addendum and to perform its duties under this Cyber Addendum; the person executing this Cyber Addendum on its behalf has the authority to do so; upon execution and delivery of this Cyber Addendum by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Cyber Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the party. The terms of this Cyber Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

11.14. Survival of Terms. The following provisions survive the expiration or termination of this Cyber Addendum for any reason: if any payment obligations exist, Section 3 (SOW Price or Fee Schedule); Section 5 (Confidential Information and Proprietary Rights); Section 6 ((Warranty); Section 7 (Indemnification); Section 8 (Limitation of Liability); Section 9 (Default and Termination); Section 10 (Disputes); and all General provisions in Section 11.

In witness whereof, the parties hereto have executed this Cyber Addendum as of the Effective Date.

MOTOROLA

DIR CUSTOMER

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Exhibit A-1**  
**Statement of Work**