



TERMS OF USE

Thank you for your participation in the CommandCentral Solution Partner Program (the “Program”), which supports third party vendors using Application Programming Interfaces (“APIs”) of Motorola Solutions, Inc. (“Motorola Solutions”). Each third party vendor approved by Motorola Solutions for participation in the Program is referred to herein as a “Member”, “you” or “your”. This page sets forth the Terms of Use that apply to your participation in the Program.

The Terms of Use may be updated by Motorola Solutions from time to time without notice to you provided that Motorola Solutions does not materially degrade the functionality of the Program. By continuing to use the Program, Member agrees to be bound by the modified Terms of Use and you agree to periodically visit this page to determine the then current web site Terms of Use to which you are bound.

Your Membership

The Program offers two membership levels for its Members. Your membership level is that which is specified to you in your Program acceptance email from Motorola Solutions. As part of your membership, Motorola Solutions will use reasonable efforts to provide the following benefits:

Integrator Membership

- Access to licensed API content in Motorola Solutions’ GitLab web-based portal (the “Portal”)
- Ability to submit issues for community and private support through the Portal
- Product news and updates
- Optional, 5-hour package of phone and email support available *at additional charge*

Solution Partner Membership

- Access to licensed API content in the Portal
- Ability to submit issues for community and private support through the Portal
- Phone and email support



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- Product news and updates
- Roadmap alignment: biannual check-ins with relevant Motorola Solutions product contacts facilitated by the Program
- Annual Joint Go-to-Market planning session with Motorola Solutions
- For FLEX API Licensees only: multi-customer API sub-license agreement, conditional upon quarterly reporting by Member of new customer API implementations
- Upon successful deployment (as determined by Motorola Solutions) of an integration with a customer, Member shall be listed on the MSI Solutions Partners list

Response time to all Member support inquiries is generally within 24 to 48 hours of receipt excluding weekends and U.S. holidays; phone support is available to Solution Partners and those purchasing phone support packages between the hours of 9:00am and 5:00pm CST.

Support provided by the Program addresses typical API use issues such as Portal use, API use and parameters, authentication and intended API functionality; any additional required services from Motorola Solutions to facilitate a Member's development outside the scope of these support benefits must be quoted to Member as consultative services.

Acceptance of Terms of Use

You hereby agree, on behalf of yourself and all of your other employees or representatives who access the Portal, to these Terms of Use, and further agree that (i) you will not engage in any activities related to the Program that are contrary to applicable law, regulation or the terms of any agreements you may have with Motorola Solutions, (ii) you are independently responsible for establishing and maintaining your own policies and procedures for ensuring appropriate data protection measures, and you agree to establish and ensure compliance with access control policies and procedures, including password security measures, (iii) you will maintain industry standard security and protective data privacy measures.

Access

Access to the Portal is authorized only to Members for the purposes of their participation in the Program in accordance with these Terms of Use. Member's access to and use of the Portal by authorized Member employees is subject to Member's compliance with these Terms of use. Use for any other purpose is expressly prohibited.



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Member agrees to treat its Portal password as confidential information, and not to disclose its password to any third party. Member shall be solely liable for any unauthorized use or misuse of any Member password, and agrees to promptly notify Motorola Solutions of any unauthorized use or other breach of security that becomes known to Member.

Terms of License

Your access to this site does not provide you with a license to or permission to use any API or other content of Motorola Solutions to which you receive access to in connection with the Program. The terms of your license of any API or other software downloaded or accessed in connection with your participation in the Program are exclusively those set forth in the separate license agreement entered into between you and Motorola Solutions.

Fees

Your membership is being provided in exchange for annual pre-paid subscription fees, which are set forth in your Program acceptance letter. On the Effective Date, and each anniversary thereof, Motorola Solutions will issue an invoice for the annual subscription fees for the following year.

Motorola Solutions reserves the right to change the subscription fees at the end of each term or renewal term. Except for any payment that is due on the Effective Date, you will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Motorola Solutions reserves the right to terminate your Program membership for non-payment of fees.

Notwithstanding any language to the contrary, the pricing and fees associated with this Terms of Use will not be subject to any most favored pricing commitment or other similar low price guarantees.

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

Membership Renewal

The term of your membership begins on the date you receive your Program acceptance email (the "Effective Date") and continues for twelve (12) months. Your membership automatically renews annually on the anniversary of the Effective Date, unless either of us notifies the other of its intention to not renew the membership at least thirty (30) days



before the anniversary date or until termination as otherwise specified in this Terms of Use.

Portal Content and Materials

The information in this Portal is for information purposes only. It is believed to be reliable, but Motorola does not warrant its completeness, timeliness or accuracy. The information and materials contained in this Portal and the terms and conditions of the access to and use of such information and materials are subject to change without notice. The Portal is controlled and operated in whole or in part by Motorola Solutions from its offices within the United States. Motorola Solutions makes no representation that these materials are appropriate or available for use in other locations. Those who access the Portal from other locations do so at their own risk and are responsible for compliance with applicable local laws.

Potential Disruption of Service

Access to the Portal may from time to time be unavailable, delayed, limited or slowed due to, among other things: Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content; Overload of system capacities; Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters Interruption (whether partial or total) of power supplies or other utility of service strike or other stoppage (whether partial or total) of labor; Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Motorola.

Links to Third-Party Web Portals

This Portal may provide links to other third-party World Wide Web sites or resources. Motorola Solutions makes no representations whatsoever about any other web site which you may access through this Portal. These sites are owned and operated independently of Motorola Solutions, and have their own separate privacy and data collection practices. Because Motorola Solutions has no control over such sites and resources, you acknowledge and agree that Motorola Solutions is not responsible for the availability of such external sites or resources and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. Any information you provide to these web sites will be governed under the terms of their privacy and security policies. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Portal to any



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names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Motorola Solutions makes no representation or warranty as to any third party content, products or services, and you agree that Motorola Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, products or services available on or through any such site or resource.

WARRANTY

THE PROGRAM IS PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Member acknowledges that the Program may contain recommendations, suggestions or advice from Motorola Solutions to Member (collectively, "Recommendations"). Motorola Solutions makes no warranties concerning those Recommendations, and Member alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them. MSI assumes no responsibility and shall incur no liability related to the operation of Member's software or system(s) as a result of Member's participation in the Program.

Member acknowledges that functionality of the Portal that Member receives access to as part of the Program is dependent on many elements beyond Motorola Solutions' control. Therefore, Motorola Solutions does not guarantee availability or accuracy of, or any minimum level of coverage or connectivity. Interruption or interference with the Portal may periodically occur. Member agrees not to represent to any third party that Motorola Solutions has provided such guarantee.

Limitation of Liability

Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of YOUR MEMBERSHIP FEES PAID AS A PART OF THIS PROGRAM . ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THE PROGRAM. NOTWITHSTANDING THE FOREGOING, MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS PORTAL, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR



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RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE FAILURE.

Restrictions on Use of Content

The unauthorized copying, displaying or other use of any content from this Portal is a violation of the law. You acknowledge having been advised by Motorola Solutions that the Portal's content is protected in the U.S. and internationally by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other proprietary rights laws (collectively, "Rights"). In addition to Motorola Solutions' Rights in individual elements of the content, Motorola Solutions or its licensors own a copyright in the selection, coordination and arrangement of the content. All use of content from the Portal, including, but not limited to uploading, downloading, modification, publication, transmission, participation in the transfer or sale of, copying, reproduction, republishing, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Portal (whether by linking, framing or any other method), or in any other way exploiting any of the content, in whole or in part, may not be made without Motorola Solutions' prior express written consent or as set forth in your license agreement with Motorola Solutions.

Member's use of the Portal or any use of the APIs granted in connection with the Program shall not be used to offer or develop products and services that may be similar or competitive to those offered by Motorola Solutions.

Trademarks and Service Marks

There are a number of proprietary logos, service marks, trademarks, slogans and product designations found on this Portal. By making them available on this Portal, Motorola Trademark Holdings or Motorola Solutions are not granting you a license to use them in any fashion. Access to this Portal does not confer upon you any license under any of Motorola Trademark Holdings', Motorola Solutions' or any third party's intellectual property rights.

Motorola Information and Member Information Submitted in Private Message Boards

As part of the Program, the parties may provide each other with Confidential Information (as defined below). 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 court order, subpoena or other instruction by a judge or 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



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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 the Program. Notwithstanding the foregoing, Motorola Solutions' confidentiality obligations hereunder shall only apply to Confidential Information directly submitted by Member to Motorola Solutions or submitted in a message board or forum labeled 'private', and shall expressly not apply to any information submitted in non-private message boards or forums within the Portal.

Each Party owns and retains all of its proprietary rights in and to its Confidential Information, except Member hereby grants to Motorola Solutions the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purposes in the manner and to the extent permitted by these Terms of Use.

These obligations on Confidential Information contained herein shall survive even after your participation in the Program expires or is terminated in accordance with these Terms of Use. Upon the conclusion of your membership in the Program, you shall destroy any such Confidential Information in your possession and to the extent you are unable to destroy such information because it has been automatically stored as backup in accordance with your ordinary business practices, such information shall remain subject to these obligations until such time at which it can be destroyed.

For purposes herein, "Confidential Information" means non-public, confidential, and/or proprietary information disclosed in connection with the Program, including, without limitation, your participation in the Program and these Terms of Use. Except as prohibited by applicable law, regulations or written agreement between the parties with respect to Personal Data, Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is or becomes, rightfully and without breach of terms and conditions applicable to the parties, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of any terms and conditions between the parties; or is explicitly approved for release by written authorization of the disclosing party.

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier, including but not limited to (i) general personal information (e.g., names, dates of birth, home and business addresses, email addresses, Internet protocol addresses and telephone numbers, social and cultural identity); (ii) identification information and government-issued identification numbers (e.g., core identification, commerce identification, social security numbers, national identification numbers, tax identification numbers, driver's license



numbers, passport numbers, and photographs); (iii) sensitive personal information (e.g. genetic data, online identifiers, biometric identifiers, racial or ethnic origin, religious or philosophical beliefs, political affiliations and opinions, trade union membership, and background check data); (iv) medical and health information (e.g., medical records, sexual orientation, physiological, mental and disability data); and (v) financial information (e.g., credit and debit card numbers, credit reports, passwords, and pin numbers).

Member Information in Non-Private Message Boards

Do not send any Financial Information, confidential or proprietary information to Motorola Solutions through any non-private message boards or forums. Except personally identifiable information relative to you, any information you do send to Motorola Solutions through non-private message boards or forums will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit, you hereby grant Motorola Solutions an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Motorola Solutions is free to use any ideas, concepts, know-how or techniques that you send Motorola Solutions for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Motorola Solutions will not infringe or violate the rights of any third party. Your personally identifiable information you submit to us shall be treated in accordance with our Privacy Statement, as stated below.

Submission of Information

Although Motorola Solutions provides certain encryption in an effort to protect the electronic transmission of any sensitive information, including but not limited to, credit card numbers or social security numbers ("Financial Information") that you submit to Motorola Solutions through the Portal, no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we have taken appropriate steps to protect your personal information, Motorola Solutions cannot ensure or otherwise warrant the security of any information you provide to us or from our Portal, and therefore you understand and agree to assume the security risk for any information you provide using the Portal.

You are prohibited from posting or transmitting to or from the Portal any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Message Boards



There are two types of message boards hosted on Motorola Solutions' web sites: those that are monitored by Motorola Solutions and those that are not monitored. Monitored message boards are moderated and messages are screened for inappropriate content. Please be advised that message board content is the sole responsibility of the person supplying the content, and Motorola Solutions assumes no responsibility to control such content. Opinions expressed on Motorola Solutions message boards and in any corresponding comments are the personal opinions of the original authors, and not necessarily that of Motorola Solutions.

Motorola Solutions Privacy Statement

Motorola Solutions' collection and use of personally identifiable information about you is subject to our Privacy Statement. For more information, see our full privacy statement for this site by selecting the link at the bottom of the page. This site is intended for use by persons over the age of 13. Motorola Solutions does not seek to collect information about children under the age of 13. No information should be submitted to or posted on this web site by users under 13 years of age. Motorola Solutions encourages parents to take an active role in their children's use of the Internet, and to inform them of the potential dangers of providing information about themselves over the Internet.

Portal Activities

By using the Portal, you agree not to: 1) upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; 2) harm minors in any way; 3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; 4) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Portal ; 5) upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary and confidential information); 6) upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; 7) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; 8) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; 9) interfere with or disrupt the service or servers or networks connected to the service, or disobey any requirements, procedures, policies or regulations of networks connected to the service; 10) "stalk" or otherwise harass another person or entity; or 11) collect or store Personal Data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from participant in



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the Program, and may result in additional legal actions being taken by Motorola Solutions.

Notices

Notices to you may be made via either email or regular mail. Motorola Solutions may also provide notices of changes to the Terms of Use or other matters by displaying notices or links to notices to you generally on the Portal.

Termination

You agree that Motorola Solutions, in its sole discretion, may terminate or restrict your use or access to the Portal (or any part thereof) for any reason, including, without limitation, that Motorola Solutions believes you have violated or acted inconsistently with the letter or spirit of these Terms of Use, your API license agreement with Motorola Solutions, or that you have taken or that you are taking any other actions harmful to the business or reputation of Motorola Solutions.

General Information

The Terms of Use, together with any license agreement between you and Motorola Solutions as part of the Program, constitute the entire agreement between you and Motorola Solutions and govern your participation in the Program, superseding any prior agreements between you and Motorola Solutions relating to your use of the Portal. If any provision of these Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Motorola Solutions to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. By accessing the Portal you agree that the statutes and laws of the United States and the State of Illinois, USA without regard to conflicts of laws principles, will apply to all matters relating to use of the site, and you agree that any litigation shall be subject to the exclusive jurisdiction of the state or federal courts in Illinois, USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Portal, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

Violations

Please report any violations of these Terms of Use to Motorola Solutions at <http://www.motorolasolutions.com/contactus>.

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