EARLY ADOPTER PROGRAM PRE-RELEASE EVALUATION LICENSE ADDENDUM

This Early Adopter Program Pre-Release Evaluation License Addendum ("Addendum") adds additional terms to the Early Adopter Program Agreement ("EAP Agreement") and is between Motorola Solutions, Inc., a Delaware corporation, having a place of business at 500 West Monroe Street, Chicago, Illinois 60661 ("Motorola"), and the Customer identified in the applicable EAP Agreement and the accompanying Project Addendum, as defined in the EAP Agreement ("Licensee"). This Addendum is effective for the term identified in the applicable Project Addendum.

WHEREAS, Motorola may, from time to time, design and develop new hardware and software and associated documentation which Motorola desires to make available to Licensee before general release for evaluation purposes; and

WHEREAS, Licensee desires to receive an early version of the pre-release product before it is offered for general release;

THEREFORE, in consideration of the promises and mutual covenants contained in this Addendum, and for other good and valuable consideration, Motorola and Licensee agree as follows:

1. DEFINITIONS

1.1 **Confidential Information** means any and all information related to the Pre-Release Solution and any information designated by Motorola as confidential in writing or if disclosed verbally, reduced to writing and designated as confidential within 10 days after such disclosure.

1.2 **Effective Date** means the date of the last party to sign this Addendum.

1.3 **Evaluation Period** means the period of time identified in the applicable Project Addendum.

1.4 **Pre-Release Solution** means Motorola's pre-release offering identified in the applicable Project Addendum, in object code format or system otherwise as provided to Licensee, and any associated documentation to be delivered or provided under this Addendum.

2. PURPOSE AND USE

2.1 Pursuant to the terms of this Addendum, Motorola agrees to deliver to Licensee the Pre-Release Solution for the purpose of allowing Licensee to evaluate the Pre-Release Solution before Motorola offers it for general release. The Pre-Release Solution continues to be tested in-house by Motorola. New versions of the Pre-Release Solution may be issued during the term of this Addendum in order to correct problems or add new features. Motorola will not support the Pre-Release Solution after the product is generally released. The Pre-Release Solution is not intended to be used in a mission critical situation. Licensee agrees to use the Pre-Release Solution solely for the purpose of evaluation. **In no event will any person use the Pre-Release Solution for any other purpose except evaluation by the Licensee.**

3. LICENSE AND PROPRIETARY RIGHTS

3.1 Motorola grants Licensee a temporary, royalty-free, non-exclusive, non-transferable, non-assignable right to use the Pre-Release Solution solely to evaluate the Pre-Release Solution during the Evaluation Period. Licensee may not distribute or sublicense the Pre-Release Solution to any third party.

3.2 Licensee may not: (a) translate, modify, reverse-engineer, disassemble, decompile, or create derivative works of the Pre-Release Solution; (b) copy, reproduce, distribute, disclose, or divulge the Pre-Release Solution or permit the use by any third party; (c) remove or alter any trademark, copyright or other proprietary notice in the Pre-Release Solution; (d) sell, loan, lease, assign, time-share, publish, display, sublicense or otherwise transfer its rights to the Pre-Release Solution or any portion thereof; or (e) otherwise use the Pre-Release Solution for any production or commercial purposes. Motorola reserves all rights not expressly granted in this Addendum.

3.3 The Pre-Release Solution is licensed to Licensee, and is not being sold to Licensee. All right, title, and interest in and to the Pre-Release Solution remains vested in Motorola or its licensors, even if the hardware and software provided herein are installed in or attached (even temporarily) to hardware owned by Licensee or a third party. Except as expressly provided herein, this Addendum does not grant to Licensee any express or implied rights under any Motorola or third party patents, copyrights, trademarks, logos, or trade secrets. Licensee will secure and protect the Pre-Release Solution and Motorola's Confidential Information in a manner consistent with the maintenance of Motorola's rights.

4. RESULTS OF EVALUATION. Motorola may receive suggestions, recommendations, feedback, or other information from Licensee about the Pre-Release Solutions ("Feedback"). Any Feedback given by Licensee is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback to improve and enhance the Pre-Release Solutions and otherwise without any obligation to Licensee. Licensee acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Pre-Release Solution conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Pre-Release Solutions will vest solely in Motorola.

5. TERM AND TERMINATION

5.1 This Addendum is effective for the Evaluation Period identified in an applicable Project Addendum unless terminated earlier in accordance with Section 5.2.

5.2 Either party may terminate an applicable Project Addendum and this Addendum upon written notice to the other party (a) immediately due to one party's failure to comply with any term or condition of this Addendum; or (b) with 10 days prior written notice.

5.3 Upon termination or expiration of the Evaluation Period, Licensee will immediately cease all use of the Pre-Release Solution. In addition, Licensee will promptly delete all electronic copies and shred all hard copies of associated documentation marked as Confidential Information.

6. NO OBLIGATION. Nothing in this Addendum obligates Motorola or Licensee to proceed with the sale or purchase of any Pre-Release Solution.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. MOTOROLA DOES NOT WARRANT THAT THE PRE-RELEASE SOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. ON THE CONTRARY, THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE FOR THE EVALUATION OF THE PRE-RELEASE SOLUTION. AS A RESULT, LICENSEE WAIVES ANY AND ALL CLAIMS THAT IT MAY HAVE AGAINST MOTOROLA ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE PRE-RELEASE SOLUTION. THE PRE-RELEASE SOLUTION, INCLUDING ALL SOFTWARE, HARDWARE, AND DOCUMENTATION, THEREFORE ARE PROVIDED **"AS IS."** MOTOROLA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE

PRE-RELEASE SOLUTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Motorola does not assume and has no liability under this Addendum for (a) failure to deliver the Pre-Release Solution within a specified time period; (b) availability and delays in the delivery of the Pre-Release Solution; (c) any failure or interruption of the software and/or operation of the hardware; (d) damage caused by the software or hardware due directly or indirectly to causes beyond the control of Motorola; (e) maintenance and storage of data; or (f) disclosure of or failure to protect personally identifiable data. IN NO EVENT WILL MOTOROLA HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRE-RELEASE SOLUTION OR ANY DATA, SOFTWARE OR HARDWARE RELATED THERETO OR USED IN CONNECTION THEREWITH. No representation or warranty regarding the Pre-Release Solution may be made without Motorola's prior written consent, and any warranty or representation made by Licensee regarding the Pre-Release Solution will not constitute an obligation of Motorola.

8. CONFIDENTIALITY

8.1 Licensee agrees not to divulge or communicate to any third party or use or exploit for any purpose, other than in accordance with this Addendum, any Confidential Information which is disclosed by Motorola in connection with this Addendum. Licensee acknowledges that the Pre-Release Solution contains valuable proprietary information and trade secrets and that unauthorized or improper use of the Pre-Release Solution will result in irreparable harm to Motorola for which monetary damages would be inadequate and for which Motorola will be entitled to immediate injunctive relief. Accordingly, Licensee will take appropriate action with its employees and agents to preserve the confidentiality of the Pre-Release Solution, using the same degree of care to avoid unauthorized or improper disclosure as it uses for its protection of its own information of like importance, but in no event less than reasonable care. Licensee agrees that it will not, without Motorola's express prior written consent (a) disclose any information about the Pre-Release Solution, its design and performance specifications, methodologies, or the existence of this Addendum and its results to anyone other than Licensee's employees who are performing the evaluation and have a need to have access to such information; or (b) copy any portion of the Pre-Release Solution or the methodologies used in providing the services, software, or documentation, except to the extent necessary to perform the evaluation.

8.2 Such Confidential Information will be held in confidence at all times during the continuance of this Addendum, and will be held in confidence in perpetuity after the expiration or earlier termination of this Addendum for any reason whatsoever, but will cease to apply to information which (a) is at the date of the disclosure in the public domain; (b) entered the public domain through no fault of Licensee; (c) was given to Licensee from a third party rightfully and without confidentiality obligations; (d) is independently developed by Licensee without the use of any of Motorola's confidential information or any breach of this Addendum; or (e) is required to be disclosed by a valid court order, provided that Licensee has first given Motorola reasonable written notice of such requirement and fully cooperates with Motorola in seeking confidential treatment for any such disclosure.

9. DATA STORAGE. If the Pre-Release Solution provided pursuant to this Addendum includes the storage of Licensee data, the terms of the Data Sharing Addendum apply to such Licensee data and Licensee must retrieve all stored data prior to the end of the Evaluation Period or prior to the effective date of termination of the Addendum. Unless otherwise agreed to in the Data Sharing Addendum or in a separate writing, Motorola will not retain Licensee data after expiration or termination of the Addendum. Licensee is solely responsible for complying with evidentiary or record retention laws, regulations, rules or policies. Motorola disclaims any and all

liability for compliance with any evidentiary requirements. Further, Motorola does not provide assurances for or support of evidentiary rules and requirements after the effective date of expiration or termination of this Addendum.

10. EXISTING EQUIPMENT AND SOFTWARE. Licensee is solely responsible for supporting and maintaining any existing equipment and software. The hardware and software provided by Motorola under this Addendum may connect to or interface with existing equipment and software owned by Licensee. Any failures or deficiencies may impact the functionality of the Pre-Release Solution.

11. INDEMNIFICATION. To the extent allowed by applicable law, Licensee will indemnify and hold Motorola harmless for any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property, which may accrue against Motorola to the extent it is caused by Licensee, its contractors, or its employees or agents, including by not limited to causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of Personal Identifiable Information. Licensee is, and will be and remain the controller of the data contained in the hardware for purposes of all applicable laws relating to data privacy, transborder data flow and data protection.

12. GENERAL

12.1 Licensee may not assign or transfer this Addendum or any rights hereunder without the prior written consent of Motorola. Any attempted assignment, delegation or transfer in violation of this Section 12.1 is void.

12.2 Each party will comply with all applicable federal state, and local laws, regulations and ordinances including, but not limited to, the regulations of the United States Government relating to the export of commodities and technical data insofar as they relate to the activities under this Addendum. Licensee will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any products, documentation, technical data, or software, or a direct product thereof, which is provided under this Addendum, to any country for which the United States Government or any other applicable government requires an export license or other governmental approval, without first obtaining such license or approval.

12.3 This Addendum is governed by the laws of the United States of America to the extent that they apply and otherwise by the internal substantive laws of the State in which the Pre-Release Solution is used or installed if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity.

12.4 All notices under this Addendum will be in writing and will be given: in person, by receipted courier, or by certified U.S. mail, addressed to the addresses set forth at the beginning of this Addendum or to such other address as the parties may designate by written notice to the other parties. All written notices sent by mail will be sent first class or better, postage prepaid. All notices will be deemed to have been given on the earlier of the date actually received or the fifth day after mailing. Motorola or Licensee may change any of their respective addresses or telephone numbers upon written notice to the other party.

12.5 If any of the provisions of this Addendum are held to be invalid or unenforceable under applicable law, such invalidity or unenforceability will not invalidate or render this Addendum unenforceable but it will be construed as if not containing the particular invalid or unenforceable provisions and the respective rights and obligations of Motorola or Licensee will be construed and enforced accordingly.

12.6 Licensee is solely responsible for complying with any and all statutory or regulatory requirements associated with the use of the Pre-Release Solution, including requirements triggered

by voice and data transmission. Motorola makes no commitment to collect, hold, manage, or maintain data for evidentiary or recovery purposes.

12.7 The parties agree that where the context of any provision indicates an intent that it survives the term of this Addendum then it will survive.

12.8 Failure or delay on the part of Motorola or Licensee to exercise any right, power or privilege under this Addendum will not operate as a waiver thereof.

12.9 Any press release, public announcement, advertisement or marketing or promotional materials with regard to this Addendum, which mentions the other party, must be mutually agreed upon prior to use.

12.10 The EAP Agreement and this Addendum constitute the entire agreement of Motorola and the Licensee with respect to the subject matter and supersedes all previous proposals, commitments, representations and agreements of any nature whatsoever. Any amendment to this Addendum will be in writing, signed by the duly authorized representatives of each party.