MOTOROLA SOLUTIONS

GUARDIAN WATER MANAGER

SUPPLIER TERMS



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1. FOREWORD

1.1 Motorola Solutions UK Limited ("Motorola") and _____ ("Buyer") enter into these Cloud Service Supplier Terms ("Supplier Terms") that form part of the Call-Off Contract pursuant to the RM1557.15Framework, where the Buyer will purchase and Motorola will sell a subscription to access the G-Cloud Services "Subscription Services") described below. Motorola and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

1.2 The terms of the Supplier Terms, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents, such as the Service Definition, will govern the products and services offered pursuant to these Supplier Terms. To the extent there is a conflict between the terms and conditions of the Supplier Terms and the terms and conditions of the applicable Incorporated Documents, the order of precedence shall be as set out in the RM 1557.15 Framework.

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2. DEFINITIONS

2.1 Capitalized terms used in these Supplier Terms have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with these Supplier Terms.

2.2 **"Administrator"** means Buyer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Buyer's Users.

2.3 **"Anonymized"** means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

2.4 "**Applicable Data Protection Law**" means the UK Data Protection Act 2018 and any data protection laws and/or statutory instruments in England & Wales.

2.5 **"Buyer Contact Data"** means data Motorola collects from Buyer, its authorized users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing and sales purposes.

2.6 **"Buyer Data"** means data, information, and content (including images, text, videos, documents, audio, telemetry and structured data base records) provided by, through, or on behalf of Buyer and its authorized users, including Buyer's and any other authorized users' end users, through the use of the Subscription Services. Buyer Data does not include Buyer Contact Data, Service Use Data, or information from publicly available sources or Motorola third party content providers.

2.7 **"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. 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 these Supplier Terms, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of these Supplier Terms ; or is explicitly approved for release by written authorization of the disclosing Party.

2.8 "controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law;

2.9 **"Deliverables"** means all written information (such as reports, analytics, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Buyer in the performance of the Services and is obligated to provide to Buyer pursuant to the applicable Order Form. The Deliverables, if any, are more fully described in the Order Form**.**

2.10 **"Documentation"** means the technical materials provided by Motorola to Buyer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

2.11 **"Effective Date"** means the effective date of the Call-Off Contract, unless access to the Subscription Services occurs later, in which case, the Effective Date will be the date when Buyer first has access to the Subscription Services.

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2.12 "**Feedback**" means comments or information, in oral or written form, given to Motorola by Buyer, in connection with or relating to the Solution and Subscription Services.

2.13 **"Force Majeure"** which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

2.14 **"Incorporated Documents"** means the other documents which form part of the Call-Off Contract between Motorola and Buyer.

2.15 **"Licensed Product"** means 1) Software, whether hosted or installed at Buyer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

2.16 **"Proprietary Rights"** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

2.17 **"Service Use Data"** means data collected by Motorola from end users in connection with use of the products and services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use.

2.18 **"Software"** means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

2.19 **"Solution"** means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used to deliver with the Subscription Services.

2.20 **"Order Form"** If included as part of the Call-Off Contract, the Order Form ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Buyer under the Call Off Contract, and the other work-related responsibilities that the parties owe to each other. The Order Form may contain a performance schedule.

2.21 **"Subscription Services"** means those subscription services to be provided by Motorola to Buyer under the Call-Off Contract, the nature and scope of which are more fully described in these Supplier Terms, the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

2.22 **"Users"** means Buyer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Buyer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Buyer.

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3. SCOPE

3.1 **Subscription Services.** Motorola will provide to Buyer the Subscription Services and Deliverables (if any) in accordance with the Order Form, in accordance with the terms of the Agreement. As part of the Subscription Services, Motorola will allow Buyer to use the Solution described in the Order Form, Documentation, proposal, or other Solution materials provided by Motorola, as applicable. Some Subscription Services will also be subject to Supplier Terms unique to that specific Subscription Service. Such Supplier Terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Supplier Terms, the Addendum will govern resolution of the conflict. Motorola and Buyer will perform their respective responsibilities as described in these Supplier Terms and any applicable Incorporated Documents. Motorola will provide Buyer advance notice (which may be provided electronically) of any planned downtime to the Subscription Services.

3.2 **Changes.** Buyer may request changes to the Services by submitting a change order to the other Party (a "Change Order"). If Motorola agrees to a requested change, the change must be confirmed in writing and Change Orders are effective and binding on the Parties only upon execution of the Change Order by authorized representatives of both parties. If a requested change in a Change Order causes an increase or decrease in the Services, the Parties by means of the Change Order will make appropriate adjustments to the price, project schedule of other matters.

3.3 **Non-solicitation.** During the term of the Call-Off Contract, and for twelve (12) months thereafter, Buyer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3.4 **Modifications**. In addition to other rights to modify the Products and Services set forth in the Framework, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

3.5 **User Credentials.** If applicable, Motorola will provide Buyer with administrative user credentials for the Subscription Software, and Buyer will ensure such administrative user credentials are accessed and used only by Buyer's employees with training on their proper use. Buyer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Buyer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Buyer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Buyer on a time and materials basis, and Buyer will pay all invoices in accordance with the payment terms of the Call-Off Contract.

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3.6 **Beta Services.** If Motorola makes any beta version of a software application ("**Beta Service**") available to Buyer, Buyer may choose to use such Beta Service at its own discretion, provided, however, that Buyer will use the Beta Service solely for purposes of Buyer's evaluation of such Beta Service, and for no other purpose. Buyer 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. Buyer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

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4. TERM

4.1 **Term.** These Supplier Terms become effective on the Effective Date and shall continue in force for the term of the Call-Off Contract.

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5. BUYER OBLIGATIONS

5.1 **BUYER OBLIGATIONS**

5.1.1 Buyer will fulfill all of its obligations in these Supplier Terms, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent MS from performing its responsibilities.

5.2 **Access.**

5.2.1 Buyer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance of the Services. To enable Motorola to perform the Subscription Services, Buyer will provide to Motorola reasonable access to relevant Buyer information, personnel, systems, and office space when Motorola's employees are working on Buyer's premises, and other general assistance. Further, if any equipment is installed or stored at Buyer's location in order to provide the Subscription Services, Buyer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

5.3 **Buyer Information.**

5.3.1 If the Documentation, Order Form, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Buyer will verify that they are accurate and complete. Any information that Buyer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Buyer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under the Call-Off Contract. Unless the Order Form states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Buyer-provided information, decisions and approvals described in this paragraph.

5.4 **Risk of Loss**

5.4.1 If any portion of the Solution resides on Buyer premises or is under Buyer's control in any way, Buyer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Buyer's possession will reside with Buyer until removed by Motorola or its agent or returned by Buyer. Buyer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

5.5 **NOT USED**

5.6 **Enable Users.** Buyer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Buyer will train its Users on proper operation of the Solution and Licensed Products. Buyer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in these Supplier Terms prior to allowing Users to access or use Subscription Services.

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6. CALL-OFF CHARGES

6.1 See Call-Off Contract

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7. ACCEPTANCE; SCHEDULE; FORCE MAJEURE AND REGULATORY

7.1 **Acceptance**

7.1.1 The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Buyer. If usernames and passwords have been issued to Buyer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

7.2 **Schedule.**

7.2.1 All Subscription Services will be performed in accordance with the performance schedule included in the Order Form, or if there is no performance schedule, within a commercially reasonable time period.

7.3 **Force Majeure.**

7.3.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7.4 The Parties acknowledge and agree that Subscription Software 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.

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8. LIMITED LICENCE

8.1 Licensed Products

8.1.1 Use of the Licensed Products by Buyer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the term of the Call-Off Contract in accordance with the Software Licence Terms as detailed in Exhibit A to these Supplier Terms.

8.2 **Proprietary Rights**

8.2.1 Buyer acknowledges that Motorola may use or provide Buyer 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, dis-assemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola. Except when Motorola has expressly transferred title or other interest to Buyer by way of an Addendum or Ordering Document, 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, this Agreement does not grant to Buyer any shared development rights in or to any Motorola Materials or other intellectual property, and Buyer 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 Buyer, and no rights, other than those expressly granted herein, are granted to Buyer by implication, estoppel or otherwise. Buyer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

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9. DATA AND FEEDBACK

9.1 **Buyer Data**

9.1.1 Except for the licenses granted under the Call-Off Contract , Buyer retains all right, title and interest, including intellectual property rights, in and to Buyer Data. Buyer grants Motorola and its subcontractors a royalty-free, worldwide, non-exclusive license to use Buyer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Buyer Data and to communicate, transmit, and distribute such Buyer Data to third parties engaged byMotorola) to (i) perform the Subscription Services, (ii) analyze the Buyer Data to operate, maintain, manage, and improve Motorola products and services, and (iii) create new products and services. In addition, Buyer grants Motorola and its subcontractors a royalty-free, worldwide, non-exclusive, perpetual, and irrevocable license to use Buyer Data to develop, sell, and license anonymized Buyer Data to third parties, including in an aggregated format. Buyer represents and warrants that the Buyer Data, Buyer's collection, creation, and use of the Buyer Data (including in connection with Motorola's products and services), and Motorola's use of such Buyer Data in accordance with the Call-Off Contract , will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Buyer also represents and warrants that the Buyer Data will be accurate and complete, and that Buyer 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 Buyer Data as described in the Call-Off Contract .

9.2 **Service Use Data.**

9.2.1 Buyer understands and agrees that Motorola may collect Service Use Data in connection with Buyer's use of the Licensed Products and Subscription Services. Motorola may use Service Use Data to (i) operate, maintain, manage, and improve existing and create new products and services, (ii) to test its products and services, (iii) to aggregate Service Use Data and combine it with that of other users, and (iv) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Buyer's responsibility to notify authorized users of the collection of Service Use Data (e.g., location data and personal information) and of Motorola's receipt and use thereof, 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 Buyer represents and warrants to Motorola that it has done so.

9.3 **Feedback**

9.3.1 Any Feedback given by Buyer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Buyer. Buyer 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 Licensed Products or Subscription Services 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 Licensed Products or Subscription Services will vest solely in Motorola. Buyer agrees to execute any written

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documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

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10. WARRANTY

10.1 **"AS IS"**

10.1.1 The Solution and Subscription Services are provided "as is". Motorola disclaims all other warranties, express or implied. Buyer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Buyer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Buyer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

10.2 **Availability and Accuracy**

10.2.1 Buyer acknowledges that functionality of the Solution as well as availability and accuracy of Buyer Data is dependent on many elements beyond Motorola's control, including databases managed by Buyer or third parties and Buyer's existing equipment, software, and other Buyer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Buyer agrees not to represent to any third party that Motorola has provided such guarantee.

10.3 **NOT USED**

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11. DISCLAIMERS

11.1 **Existing Equipment and Software.**

11.1.1 If Buyer's existing equipment and software is critical to operation and use of the Subscription Services, Buyer is solely responsible for supporting and maintaining Buyer's existing equipment and software. Connection to or interface with Buyer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Buyer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Buyer's system may also impact the Solution and associated Subscription Services.

11.2 **NOT USED**

11.3 **Misuse**

11.3.1 Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

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12. LIMITATION OF LIABILITY

12.1 **Liability Limit.** See Call-Off Contract.

12.2 **Additional Disclaimers.** Other than as set out in the Call-Off Contract, Motorola disclaims any and all liability for any and all loss or costs of any kind associated with 1) the interruption, interference or failure of connectivity, vulnerabilities or security events, whether or not they are discovered by Motorola; 2) performance of Buyer's existing equipment and software or accuracy of Buyer Data; 3) if any portion of the Solution or Licensed Product resides on Buyer's premises, disruptions of and/or damage to Buyer's or a third party's information systems, equipment, and the information and data, including, but not limited to, denial of access to a legitimate system user, automatic shutdown 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; 4) implementation of recommendations provided in connection with the Subscription Services.

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13. DEFAULT AND TERMINATION

13.1 See Call-Off Contract

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14. DISPUTES

14.1 See Call-Off Contract

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15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1 CONFIDENTIAL INFORMATION.

15.1.1 **Treatment of Confidential Information.** During the term of the Call-Off Contract , the parties may provide each other with Confidential Information. Licensed Products, and 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 the Call-Off Contract.

15.1.2 **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information.

15.2 PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Buyer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with these Supplier Terms, Buyer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2 **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Buyer, and these Supplier Terms do not grant to Buyer any shared development rights. At Motorola's request and expense, Buyer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, these Supplier Terms do not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.2.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Buyer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in these Supplier Terms to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in these Supplier Terms, the parties' rights and remedies under these Supplier Terms are cumulative.

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16. GENERAL

16.1 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Services.

16.2 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Buyer will cooperate and will require Users to cooperate with such monitoring or audit.

16.3 **Assignability.** See Call-Off Contract.

16.4 **Subcontracting.** See Call-Off Contract.

16.5 **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.

16.6 **Severability.** If a court of competent jurisdiction renders any part of these Supplier Terms invalid or otherwise unenforceable, that part will be severed and the remainder of these Supplier Terms will continue in full force and effect.

16.7 **Independent Contractors.** Each Party will perform its duties under these Supplier Terms as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in these Supplier Terms will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. These Supplier Terms will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.8 **Headings.** The section headings in these Supplier Terms are inserted only for convenience and are not to be construed as part of these Supplier Terms or as a limitation of the scope of the particular section to which the heading refers. These Supplier Terms will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.9 **Governing Law.** These Supplier Terms and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of England and Wales.

16.10 **Notices.** Notices required under these Supplier Terms to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.11 **Authority To Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into these Supplier Terms and to perform its duties under these Supplier Terms ; the person executing these Supplier Terms on its behalf has the authority to do so; upon execution and delivery of these Supplier Terms by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of these Supplier Terms does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.12 **Return of Equipment.** Upon termination of the contract for any reason, Buyer shall return to Motorola all equipment delivered to Buyer, if any.

16.13 **Survival Of Terms.** The following provisions survives the expiration or termination of these Supplier Terms for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13

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(Disputes); Section 14 (Confidential Information and Proprietary Rights); and all General provisions in Section 15.

16.14 **ENTIRE AGREEMENT.** The Call-Off Contract, these Supplier Terms and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of the Call-Off Contract and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. These Supplier Terms may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Buyer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of these Supplier Terms, even if a representative of each Party signs that document.

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ADDENDUM - SUBSCRIPTION SERVICES

See Call-Off Contract for further details.

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EQUIPMENT SALE ADDENDUM

This Addendum is to the Supplier Terms as part of the Call-Off Contract ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola as part of a Call Off Contract. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A Motorola "Software License Agreement"

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1. "Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. "Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

2.3. "Equipment" means the equipment listed in the Order Form that Buyer purchases from Motorola pursuant to this Addendum.

2.4 "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a UK patent or copyright.

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.

2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

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2.10. “Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

2.11. “Specifications” means the functionality and performance requirements that are described in the Order Form or Technical and Implementation Documents (as applicable).

2.12 “Warranty Period” means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Buyer.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to “Subscription Services” in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. NOT USED

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Buyer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Buyer solely in accordance with the Software License Agreement. Buyer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Buyer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Buyer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Buyer a copy of the applicable standard license (or specify where that license may be found); and provide to Buyer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 SUBSTITUTIONS. At no additional cost to Buyer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Buyer. Any substitution will be reflected in a change order.

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3.9 RESALE OF EQUIPMENT. Equipment contains embedded Licensed Software. If Buyer desires to sell its used Equipment to a third party, Buyer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Delivery and Risk of Loss. Motorola will provide to Buyer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Buyer address set forth in the applicable Ordering Document or otherwise provided by Buyer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Buyer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Buyer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Buyer will be responsible for reporting the Products for personal property tax purposes. Motorola reserves its right to partial delivery of the Products subject of services. Upon delivery Buyer has to examine all documentation and to inspect Products for completeness and freeness from defects immediately. Buyer has to notify Motorola in writing or via e-mail about defects, missing pieces and visible damages within twenty-four (24) hours upon receipt of the Products. In the event Buyer fails to notify Motorola, delivered Products are deemed to be accepted and acknowledged by Buyer without any reservation of rights. Delivery of Licensed Software for installation on Equipment or Buyer-Provided Equipment will occur upon the earlier of: (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Buyer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or Order Form will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

4.3 Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Buyer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. See Call-Off Contract

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Buyer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Buyer's sites, Buyer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Order Form states to the contrary, Buyer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access

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and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Buyer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Buyer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Buyer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. WARRANTY CLAIMS. To assert a warranty claim, Buyer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Buyer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Buyer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Section 8 INDEMNIFICATION

8.1. NOT USED

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Buyer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United Kingdom patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Buyer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Buyer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Buyer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Buyer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Buyer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Buyer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Buyer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Buyer extend in any way to royalties payable on a per use basis or the Buyer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Buyer from sales or license of the infringing Motorola Product.

8.2.4. This Section 8 provides Buyer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Buyer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 7.

Section 9 LIMITATION OF LIABILITY

See Call Off Contract

Section 10 GENERAL

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10.1 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

10.2 AUTHORITY TO EXECUTE ADDENDUM. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this 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 Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

The Parties hereby enter into this Addendum as of the Effective Date.

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EXHIBIT A - MOTOROLA SOFTWARE LICENSE AGREEMENT

This Motorola Software License Agreement ("Agreement") is between Motorola Solutions UK Limited (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the Call Off Contract to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Subscription Services” means those subscription services to be provided by Motorola, which shall include Software, to Licensee under this Agreement, the nature and scope of which are more fully described in the Documentation and /or Primary Agreement, as applicable.

1.8 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, dis-assemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

1.9 “Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of the Solution, certain proprietary software and third party proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola and its licensors are providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

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Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola and its licensors grant to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola and its licensors' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products and Subscription Services. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola or its licensors' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, dis-assemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola or its licensors in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or

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use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation for the Subscription Services will begin when the Primary Agreement is signed by both parties and will continue for Term of the Primary Agreement, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

8.4 Wind Down of Subscription Software. In addition to the termination rights in the Supplier Terms, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

Section 9 Commercial Computer Software

9.1 NOT USED

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola and its licensor's valuable proprietary and Confidential Information and are trade secrets. Licensee shall not disclose or use any Confidential Information except as expressly permitted under this Agreement. Licensee shall hold all Confidential Information in confidence during the term of this Agreement and for a period of three (3) years after the termination of this Agreement. Licensee shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed to third parties who are not subject in writing to the confidentiality obligations of this Section. "Confidential Information" shall mean this Agreement, all Software, data, drawings, benchmark tests, specifications, trade secrets, object code and source code of the Software, and any other proprietary information supplied to Licensee by Motorola, including all items defined as "confidential information" by Motorola.

Section 11 LIMITATION OF LIABILITY

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The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee. Licensee may not assign or sublicense any of your rights or delegate any of its obligations under this Agreement without the prior written consent of Motorola. Any such assignment or sublicense shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.4. GOVERNING LAW. This Agreement is governed by the laws of England & Wales to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped 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. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific

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subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

13.9 SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

13.10 WAIVER The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

13.11 EXPORT ADMINISTRATION. Licensee agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the Software nor any direct product thereof is (1) exported,directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

13.14 ENTIRE AGREEMENT. This Agreement together with the Primary Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative

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