

SUBSCRIPTION SERVICES AGREEMENT

WAVE ONCLOUD

Motorola Solutions, Inc. (“Motorola”) and _____ (“Customer”) enter into this Subscription Services Agreement (“Agreement”) pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

The terms of the Agreement, combined with the terms of any applicable Incorporated Documents, as defined below, will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

By entering into this Agreement, Customer acknowledges that use of the Subscription Services and Solution is for enterprise purposes only and not for use as an individual consumer.

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

Section 1: DEFINITIONS

Capitalized terms used in this Agreement 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 this Agreement.

“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 this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“Customer Data” means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

“Deliverables” means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the Documentation.



“Documentation” means the technical materials provided by Motorola to Customer in hard copy or electronic form, including those posted on this site, describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

“Effective Date” means that date of the last signature on this Agreement, unless access to the Subscription Service occurs earlier, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

“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.

“Licensed Product” means 1) Software, whether hosted, downloaded, or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Minimum Period” means the minimum term available to the Customer for the Subscription Services, and shall normally be two (2) years unless otherwise agreed between the Parties in writing.

“Native Data” means data that is created solely by Customer or its agents.

“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.

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

“Solution” means collectively, the Software, servers and/or any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services. In some instances, as determined by Motorola, Solution may include components purchased from and/or operated by an authorized Motorola sales agent.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Subscription Fee(s)” means the subscription fees for the Subscription Services, Deliverables, and other fees set forth <https://waveoncloud.com>. Subscription Fees excludes any applicable sales, use or similar taxes, and any required hardware.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation or other Solution materials provided by Motorola, as applicable.



“Underlying Provider” means the provider that is providing underlying LTE service for the Solution.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

Section 2: SCOPE OF AGREEMENT; TERM; RELATIONSHIP WITH UNDERLYING PROVIDER & LIABILITY DISCLAIMER

2.1 Scope of Agreement. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described on <https://waveoncloud.com> or in the Documentation or other Solution materials provided by Motorola (“Incorporated Documents”), as applicable. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any Incorporated Documents. Customer will use Subscription Services only for its internal business purposes and will not use Subscription Services for the benefit of any outside person or entity without the express written permission of Motorola.

2.2 To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and other general assistance. Further, if any portion of the Solution is provided or operated by an authorized Motorola sales agent, Customer will ensure a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to any portion of the Solution installed or stored at Customer’s location.

2.3 Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer 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 this Agreement. Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph. Compliance with the foregoing will impact Motorola’s ability to provide the Subscription Services and may result in termination of the Agreement.

2.4 Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola’s instructions for proper use and care.

2.5 Customer will also properly enable its Users to use the Subscription Services, including providing term and instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Customer will train its Users on proper operation of the Solution and Licensed Products. By using the Subscription Service, Customer agrees to and accepts on behalf of all its Users the limitations and conditions of use of the Licensed Products in this Agreement, prior to allowing Users to access or use the Subscription Services. Customer will inform Users of this required compliance.

2.6 If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

2.7 Customer may request changes to the Subscription Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price



adjustment will be made if any change affects the time of performance or the cost to perform the Subscription Services.

2.8 Term. The Term of this Agreement begins on the Effective Date and continues until termination by either Party in accordance with Section 9.

2.9 No Relationship with Underlying Provider & Liability Disclaimer. The Underlying Provider, shall have no liability whatsoever for Customer's losses, claims or damages for any case whatsoever, including but not limited to any failure or disruption of the Subscription Services provider under this Agreement, regardless of the form of action, whether in contract, tort or otherwise.

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA AND THE UNDERLYING PROVIDER.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING PROVIDER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

Section 3: SUBSCRIPTION FEES

3.1 Unless otherwise arranged in writing with Motorola, Subscription Services will be provided in exchange for monthly, pre-paid Subscription Fees, as listed on <https://waveoncloud.com>. Motorola will bill the credit card provided by Customer on the Effective Date and monthly thereafter until termination of the Agreement.

3.2 Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Subscription Services which are subject to additional charges. Any agreement to perform additional Subscription Services will be reflected in a separate written Agreement or an amendment to this Agreement.

3.3 No Purchase Order Requirement. For Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscriptions.

Section 4: ACCEPTANCE; FORCE MAJEURE

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

4.2 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.

Section 5: CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

5.1. Confidential Information.

5.1.1. During the term of this Agreement, 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 this Agreement or pursuant to the license granted immediately below.

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

5.2. Preservation of Proprietary Rights. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing the Subscription Services are proprietary to Motorola or its third-party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

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 Subscription Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does 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.

5.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer 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 this Agreement 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 this Agreement, the parties' rights and remedies under this Agreement are cumulative.

Section 6: LIMITED LICENSE

6.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the term of this Agreement. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement.

6.2 DATA AND FEEDBACK.

6.2.1 Solution Data. Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted in writing by Motorola, publish Solution Data on its websites for viewing by the public.

6.2.2 Customer Data. Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, perpetual, non-exclusive license to access, use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell the anonymous version of Customer Data for any purpose.

6.2.3 Feedback. Any Feedback given by Customer 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 Customer. Customer 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 of the Licensed Product 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 Product or Subscription Services will vest solely in Motorola.

Section 7: WARRANTY AND DISCLAIMERS

7.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that Deliverables, if any, may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

7.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer 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. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

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

7.4 Privacy. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location-based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information (PII), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location-based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

7.5 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location-based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

7.6 Misuse. Motorola reserves the right to discontinue Subscription Services at any time without notice to Users that misuse the Subscription Services, jeopardize the Licensed Product or public safety in any way.

Section 8: LIMITATION OF LIABILITY

8.1 Liability Limit. Except for personal injury or death, Motorola's 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 Subscription Services provided under this Agreement. **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 THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

8.2 Additional Disclaimers. 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 CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'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) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

8.3 Essential Term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

SECTION 9: TERMINATION

9.1 Motorola may immediately suspend service on any subscription for failure to pay. Motorola may attempt to re-bill declined credit cards, but will shut down subscription services within 48 hours of failure of credit card transaction.

9.2 Motorola may terminate for its convenience with thirty (30) days prior written notice. If Customer terminates the Agreement, or if Motorola terminates for failure to pay or other breach, no refund of Subscription Fees will be issued. If Customer terminates the Agreement prior to the Minimum Period, Customer shall pay the remaining balance owed on the Subscription Services.

9.3 Default by a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the

default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that approves the plan.

9.4 Failure to Cure. If a defaulting Party fails to cure the default as provided above in the Section 9.3, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of the Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information.

9.5 No further Subscription Fees will be charged for after termination, in accordance with this Agreement, of the Subscription Services. If a subscription is terminated for any reason prior to the end of the Subscription Services expiration period, no refund or credit will be issued.

Section 10: DISPUTES

10.1. Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution (“ADR”).

10.2. Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 11: GENERAL

11.1. Taxes. 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 Customer except as exempt by law. If Motorola is required to pay any of those taxes, such taxes will be added to the Subscription Fees and due in accordance with the payment terms. Motorola will be solely responsible for reporting taxes on its income or net worth.

11.2. Assignability. Neither Party may assign this Agreement without the prior written consent of the other Party (which will not be unreasonably withheld or delayed), except that Motorola may assign this Agreement to any of its affiliates.

11.3. Subcontracting. Motorola may subcontract any portion of the Subscription Services without the prior written consent of Customer.

11.4 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective

waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

11.5. Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

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

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

11.8. Governing Law. To the extent permitted by applicable law, this Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois, USA.

11.9. Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Subscription Fees of additional products and services.

11.10. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally, or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid 9or by a recognized courier service), and will be effective upon receipt.

11.11. Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, provincial, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

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



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

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

11.15. **Survival of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 3 (Subscription Fees); Section 5 (Confidential Information and Proprietary Rights); Section 8 (Limitation of Liability); Section 9 (Termination); Section 10 (Disputes); and all General provisions in Section 11.

11.16 **Entire Agreement.** This Agreement and any Incorporated Documents or related attachments, constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. This Agreement 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 Customer purchase order, acknowledgment or other form will not amend or modify this Agreement.

11.17 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of the Agreement, but all counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

SIGNATURE PAGE TO FOLLOW

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Business Name: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Phone Number: _____