Motorola Solutions End User License Agreement

This Motorola Solutions End User License Agreement (the "**EULA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661, and affiliated companies ("**Motorola**") as licensor of the Software (as defined below), and you (being the person or other legal entity that is the end user and licensee of the Software) ("**End-User**") and governs use of the Software. The term "**Software**" means the software accompanying, or being used in association with, this EULA, including computer software, and any modified versions and copies of, and upgrades, updates, and additions to, such software. The term "**Services**" means services related to the Software. The Software and Services are collectively referred to as the "**Software and Services**".

Motorola and End-User will each be referred to herein as a "**Party**" and collectively as the "**Parties**".

By breaking the seal on the package containing the Software, or downloading, installing, copying or otherwise using the Software, End-User agrees to be bound by the terms of this EULA. If You do not agree to all of the terms and conditions of this EULA, do not open, download, install, copy, or otherwise use the Software. This EULA is effective as of the earliest of the date of use, installation and download of the Software.

1. Agreement. This Agreement governs the Software and Services made available to End User. This EULA and any other applicable Notices or other attachments or referenced documents collectively form the Parties' "**Agreement**".

2. Software; Documentation.

2.1. User Credentials. If applicable, Motorola will provide End-User with administrative user credentials for the Software and Services, and End-User will ensure such administrative user credentials are accessed and used only by End-User's employees with training on their proper use. End-User will protect, and will cause its Authorized Users (as defined below) to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. End-User will be liable for any use of the Software and Services through such user credentials (including through any administrative user credentials), including any changes made to the Software or issues or user impact arising therefrom.

2.2. Documentation. The Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola. Motorola hereby grants End-User a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal purposes in connection with the Software.

2.3. Authorized Users. End-User will ensure its employees and Authorized Users comply with the terms of this Agreement and End-User will be liable for all acts and omissions of its employees and Authorized Users. End-User is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to the Software and Services. "**Authorized Users**" are End-User's employees, full-time contractors engaged for the purpose of supporting the Software that are not competitors of

Motorola, and the entities (if any) approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other End-User agencies.

2.4. <u>Export Control</u>. End-User, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software or Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and End-User will not provide access to the Software or Services to any government, entity, or individual located in a Prohibited Jurisdiction. End-User represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You and Your Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You will not permit Your Authorized Users to access or use the Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You and Your Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which You, Your employees, and the Authorized Users are located.

3. Termination; Suspension.

3.1. <u>Termination</u>. Motorola may terminate any Software license or access to Services granted to End-User in the event (a) End-User breaches a material obligation under the Agreement, (b) End-User's agreement with Motorola for the Software and Services terminates or expires, (c) Motorola determines that End-User's use of the Software or Services poses, or may pose, a security or other risk or adverse impact to any Software, Motorola, Motorola's systems, or any third party (including other Motorola customers or end users); or (d) violation of Motorola's Acceptable Use Policy. End-User acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation, and that End-User's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If End-User breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.2. <u>Wind Down of Software</u>. Motorola may terminate any Software license, in whole or in part, in the event Motorola plans to cease offering the applicable Software or Services to customers or end users.

3.3. <u>Suspension of Software</u>. Motorola may terminate or suspend access to any Software and Services if Motorola determines: (a) the related Software license or access to Services has expired or has terminated for any reason; (b) the applicable Software is being used on a hardware platform, operating system, or version not approved by Motorola; or (c) End-User fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. <u>Effect of Termination or Expiration</u>. Upon termination for any reason or expiration of a Software license or right to access the Services, End-User and the Authorized Users will stop use of any Software and Services and return or destroy (at Motorola's option) all confidential information of Motorola in their possession or control and, as applicable, provide proof of such destruction.

4. Payment and Invoicing. If applicable, payments for Software and Services will be made by End-User to Motorola.

5. Non-Motorola Content. In certain instances, End-User may be permitted to access, use, or integrate End-User or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Software. If End-User accesses, uses, or integrates any Non-Motorola Content with the Software, End-User will first obtain all necessary rights and licenses to permit End-User's and its Authorized Users' use of the Non-Motorola Content in connection with the Software. End-User will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Software, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Software), and to otherwise enable interoperation with the Software. End-User represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Software, and that End-User and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to End-User Data (as defined below), End-User hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access End-User Data, in connection with the interoperation of such Non-Motorola Content with the Software. End-User acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of End-User Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software). If End-User receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software, End-User will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6. Disclaimer; Indemnification.

6.1. WARRANTY DISCLAIMER. THE SOFTWARE AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. ANY WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET END-USER'S PARTICULAR REQUIREMENTS.

6.2. Indemnity. End-User will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) End-User Data or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Software) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; and (b) End-User's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of End-User Data or Non-Motorola Content in violation of the Agreement. Motorola will give End-User prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with End-User in its defense or settlement of the claim.

7. Limitation of Liability. End-User agrees that Motorola's liability with respect to the Software and this Agreement is limited as set forth in this **Section 7 – Limitation of Liability**.

7.1. <u>DISCLAIMER OF CONSEQUENTIAL DAMAGES</u>. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY END-USER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

7.2. <u>DIRECT DAMAGES</u>. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID FOR THE SOFTWARE TO WHICH THE CLAIM IS RELATED; (B) THE TOTAL FEES PAID OF A SUBSCRIPTION TO THE SOFTWARE AND SERVICES DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE; AND (C) $10 USD.

7.3. <u>ADDITIONAL EXCLUSIONS</u>. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) END-USER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA; (B) NON-MOTOROLA CONTENT, THE END-USER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SOFTWARE AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF SOFTWARE BY ANY PERSON OTHER THAN MOTOROLA; (E) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (F) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SOFTWARE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (G) TRACKING AND LOCATION-BASED SERVICES; OR (H) END-USER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SOFTWARE.

7.4. <u>Statute of Limitations</u>. End-User may not bring any claims against a Motorola Party in connection with this Agreement or the Software more than one (1) year after the date of accrual of the cause of action.

8. Confidentiality. End-User acknowledges that the Software and Services, and the Documentation contain valuable proprietary information and trade secrets and that unauthorized dissemination, distribution, modification, reverse engineering, disassembly or other improper use of the Software or Documentation will result in irreparable harm to Motorola for which monetary damages would be inadequate. Accordingly, End-User will protect the confidentiality of, and limit access to, the Software and Services and the Documentation to those of its employees and other Authorized Users who have a need to use the Software and Services.

9. Proprietary Rights and Software License; Data; Feedback.

9.1. <u>Data Definitions</u>. The following terms will have the stated meanings: "**End-User Contact Data**" means data Motorola collects from End-User, its Authorized Users, and their end users for business

contact purposes, including marketing, advertising, licensing and sales purposes; "Service Use Data" means data generated by End-User's use of the Software and Services or by Motorola's support of the Software and Services, including personal information, product performance and error information, activity logs and date and time of use; "End-User Data" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of End-User, its Authorized Users, and their end users through the use of the Software and Services. End-User Data does not include End-User Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "Third-Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to End-User through the Software and Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by End-User or Authorized Users, including their end users, in connection with or relating to the Software and Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

9.2. Motorola Materials. Collectively, the Software and Services, Motorola Data, Third-Party Data, and Documentation provided hereunder are considered "**Motorola Materials**". The Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to End-User any shared development rights in or to any Motorola Materials or other intellectual property, and End-User 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 End-User, and no rights, other than those expressly granted herein, are granted to End-User by implication, estoppel or otherwise. End-User will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Services or other Motorola Materials, or permit any third party to do so.

9.3. End-User Software License. Subject to End-User's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants End-User and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Software and to access the Services, and to the associated Documentation, solely for End-User's internal purposes. End-User may access and use the Software only in End-User's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Software remotely from any location. No custom development work or support, installation, or other services will be performed under this Agreement.

9.4. Third Party Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Software are governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Software. End-User will comply, and

ensure its Authorized Users comply, with such additional license agreements. If applicable, a copy of such open source software code may be obtained free of charge by contacting Motorola.

9.5. Ensure End-User Restrictions. End-Users and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where End-User uses the Software) in connection with their use of the Software and Services. End-User will not, and will not allow others, including the Authorized Users, to make the Software or Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Software or software used to provide the Services with other software; copy, reproduce, distribute, lend, or lease the Software or Services, software used to provide the Software or Services, or Documentation for or to any third party; take any action that would cause the Software or Services or Documentation to be placed in the public domain; use the Software or Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Software or Services to store or transmit malicious code; or attempt to gain unauthorized access to the Software or its related systems or networks. Without limiting the foregoing, End-User will comply with Motorola's Acceptable Use Policy.

9.6. Ownership of End-User Data. End-User retains all right, title and interest, including intellectual property rights, if any, in and to End-User Data. Motorola acquires no rights to End-User Data except those rights granted under this Agreement including the right to Process and use the End-User Data as set forth in **Section 9.7 – Processing End-User Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of End-User Data, End-User is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 9.7.3 – Sub-Processors**.

9.7. Processing End-User Data.

9.7.1. Motorola Use of End-User Data. To the extent permitted by law, End-User grants Motorola and its subcontractors a right to use End-User Data and a royalty-free, worldwide, non-exclusive license to use End-User Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such End-User Data and to communicate, transmit, and distribute such End-User Data to third parties engaged by Motorola) to (a) provide the Software and Services under the Agreement, (b) analyze the End-User Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. End-User agrees that this Agreement, along with the Documentation, are End-User's complete and final documented instructions to Motorola for the processing of End-User Data. Any additional or alternate instructions must be agreed to according to the applicable change order process. End-User represents and warrants to Motorola that End-User's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

9.7.2. Collection, Creation, Use of End-User Data. End-User further represents and warrants that the End-User Data, End-User's collection, creation, and use of the End-User Data (including in connection with Motorola's Software and Services), and Motorola's use of such End-User Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). End-User also represents and warrants that the

End-User Data will be accurate and complete, and that End-User 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 End-User Data as described in the Agreement.

9.7.3. <u>Sub-processors</u>. End-User agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

9.8. <u>Data Retention and Deletion</u>. Except for anonymized End-User Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all End-User Data following termination or expiration of this EULA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of End-User Data must be made by End-User to Motorola in writing before expiration or termination, subject to **Section 12.7 – Notices**. Motorola will have no obligation to retain such End-User Data beyond expiration or termination unless the End-User has purchased extended storage from Motorola.

9.9. <u>Service Use Data</u>. End-User understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is End-User's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and End-User represents and warrants to Motorola that it has complied and will continue to comply with this Section.

9.10. <u>Third-Party Data and Motorola Data</u>. Motorola Data and Third-Party Data may be available to End-User through the Software and Services. End-User and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the Agreement. Unless expressly permitted in the Agreement, End-User will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than End-User's internal purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with End-User Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement. Any rights granted to End-User or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the Agreement. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate End-User's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes End-User's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data

provider. Upon termination of End-User's rights to use any Motorola Data or Third-Party Data, End-User and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Software. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in the Agreement.

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

9.12. Improvements; Software. The Parties agree that, notwithstanding any provision of this EULA or the Agreement to the contrary, all fixes, modifications and improvements to the services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, End-User Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. End-User agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

10. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all End-User Contact Data as a controller and shall Process such End-User Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with End-User, the Parties will enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers. Further information about Motorola's handling of data may be found in the attached Data Processing Notice.

11. Governing Law; Venue.

11.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless End-User is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Software is provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

11.2. Litigation, Venue, Jurisdiction. Either Party may submit a dispute under this Agreement exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any such dispute.

12. General.

12.1. Compliance with Laws. End-User will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that End-User will ensure its and its Authorized Users' use of the Software and Services complies with law (including privacy laws), and End-User will obtain any FCC and other licenses or authorizations (including licenses or authorizations

required by foreign regulatory bodies) required for its and its Authorized Users' use of the Software and Services. Motorola may, at its discretion, cease providing or otherwise modify the Software and Services (or any terms related thereto) in order to comply with any changes in applicable Law.

12.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Software and Services, which may also include access by Motorola to End-User Data and Service Use Data. End-User will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. End-User will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect End-User's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless End-User is found to be in violation of the terms of the Agreement, in which case End-User will be responsible for such expenses and costs.

12.3. Assignment and Subcontracting. End-User shall not assign or otherwise transfer this Agreement without the prior written approval of Motorola.

12.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

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

12.6. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Except as expressly set forth in **Section 13.1 – Additional Terms Applicable to Platform Providers**, each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Software will be a direct and intended third-party beneficiary of this Agreement.

12.7. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

12.8. Notices. Notices required under this Agreement 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 FedEx, UPS, or DHL), and will be effective upon receipt.

12.9. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 3 – Termination; Suspension**; **Section 4 – Payment and Invoicing**; **Section 6 –**

Disclaimer; Indemnification; **Section 7 – Limitation of Liability**; **Section 8 – Confidentiality**; **Section 9 – Proprietary Rights and Software License; Data; Feedback**; **Section 11 – Governing Law; Venue**; **Section 12 – General**; and **Section 13 – Additional Terms**.

12.10. Entire Agreement. This Agreement, including all addenda available at www.motorolasolutions.com/product-terms, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

13. Additional Terms.

13.1. Additional Terms Applicable to Platform Providers. The following additional terms and conditions are applicable with respect to End-User's use of a third party platform to access and download the Software or any subsequent updates thereto, such as Apple, Inc., Amazon.com, Inc., Google, Inc., or any other similar third party "app store" or platform (each a "**Platform Provider**"):

13.1.1. End-User acknowledges and agrees that (a) this Agreement is binding between End-User and Motorola only, and the Platform Providers are not a party to this Agreement, and (b) as between Motorola and such Platform Provider, it is Motorola that is responsible for the Software and the content thereof. End-User must use the Platform Provider's mobile application only on such Platform Provider-branded product that runs the third party platform. End-User's use of the mobile application must comply with the terms of use applicable to the Platform Provider source from which End-User obtains it. End-User acknowledges that the Platform Provider has no obligation to furnish End-User with any maintenance and support services with respect to the Software.

13.1.2. End-User acknowledges that the Platform Provider is not responsible for addressing any claims of End-User or any claims of any third party relating to the Software or End-User's possession and use of the Software, including, but not limited to (a) product warranty or liability claims; (b) any claim that the Software fail to conform to any applicable legal or regulatory requirement; (c) claims arising under consumer protection or similar legislation; or (d) claims that the Software infringes a third party's intellectual property rights, such that End-User will not hold such Platform Provider responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

13.1.3. In the event of any failure of the Platform Provider version of the Software to conform to any applicable warranty that has not been effectively disclaimed by this Agreement, End-User may notify such Platform Provider, and such Platform Provider may refund the purchase price for the Software (if any) to End-User; to the maximum extent permitted by applicable law, such Platform Provider will have no other warranty obligation whatsoever with respect to the Software, and, as between such Platform Provider and Motorola, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Motorola's responsibility, but only to the extent provided by this Agreement. Please read the entire Agreement, as other sections of this Agreement limit Motorola's liability in this regard.

13.1.4. The Platform Providers are third-party beneficiaries of this Agreement. Upon End-User's acceptance of the Agreement, such Platform Providers will have the right (and will be deemed to have accepted the right) to enforce the Agreement against End-User as a third party beneficiary hereof.

Data Processing Notice

Motorola processes your data to provide the features, products, and/or services requested by you. Your data may be processed and/or stored in the United States. This includes the information you provide to Motorola through the use of the App and/or Device.

You acknowledge that you and other end-users have sole control over use of the product and/or service, including messaging and sharing features. Depending on the use of the Online Service, End-Users may elect to include any kind of personal data. It is your responsibility to use the features in compliance with the Law. The data that you and other end-users provide to the App and/or Device will be processed by the App and/or Device, and Motorola does not take responsibility for any review.

While Motorola does not request or use sensitive data to provision the products and/or services, End-Users may transmit any personal data, including sensitive personal data through the App and Device, such as by using the messaging features.

Personal Data may be transferred on a continuous basis during the term of the EULA.

Personal Information under the control of Motorola is deleted after 90 days, except for account information or as required by law. Account information will be kept until the account is deleted.

Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.