

END-CUSTOMER TERMS & CONDITIONS FOR WAVE SUBSCRIPTIONS USED ON THE TLK100/TLK150 RADIO

In consideration of Motorola providing the Subscription Services to Customer, Customer agrees to comply with the following terms.

DEFINITION OF TERMS

“Customer” means the entity who purchases the Subscription Services from the Reseller.

“Customer Data” means data provided by Customer to Reseller and 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 Reseller or Motorola.

“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.

“Licensed Product” means 1) Software that is 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

“Motorola” means Motorola Solutions, Inc.

“Reseller” means a Motorola authorized channel partner participating in the Motorola PartnerEmpower Program.

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

“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 Services” means those subscription services to be provided by Motorola to Reseller for resale to Customers, the nature and scope of which are more fully described in the Documentation or other Solution materials provided by Motorola, as applicable, but at a minimum shall reflect and Data subscriptions.

“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 activation mechanism, implemented by Reseller or Motorola.

1. SUBSCRIPTION SERVICES.

To enable Motorola to perform the Subscription Services, Customer will provide to Reseller and Motorola reasonable access to relevant Customer information, personnel, systems, and other general assistance.

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2. DATA AND FEEDBACK.

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 Reseller a personal, non-assignable, non-transferable, royalty-free, non-exclusive license to use the Solution Data for the sole and exclusive purpose of re-distributing such Solution Data to Customers in order to: (i) access, view, use, copy, and store the Solution Data for Customer's internal business purposes and, (ii) when specifically permitted in writing by Motorola, publish Solution Data on Customer's websites for viewing by the public.

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 and 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.

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. Customer further agrees that all fixes, modifications and improvements to 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.

3. MOTOROLA DISCLAIMERS.

3.1 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.

3.2 Existing Equipment and Software. If Customer's existing equipment and software is critical to the operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Any failures or deficiencies, including but not limited to, insufficient system capacity or RF coverage of Customer's existing equipment, services, 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.

3.4 Privacy. Customer bears 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 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 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. Motorola cannot 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.

3.5 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.

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

4. 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.

5. FUTURE REGULATORY REQUIREMENTS.

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Customer acknowledges and agrees 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.

6. COMPLIANCE WITH APPLICABLE LAWS.

Customer will comply with all applicable federal, state, provincial, and local laws, regulations and rules concerning use of the Equipment. Further, Customer will comply with all applicable export and import control laws and regulations in their 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, as applicable, first obtaining all required United States and foreign government licenses. 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 the Equipment. 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 Users.

7. AUDIT.

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

8. ASSIGNMENT.

Customer agrees that Motorola may, in its sole discretion and its sole option, assume this contract from Reseller at any time and may commence direct billing of Customer, or otherwise assign Customer contract as Motorola deems necessary.