

## MOTOROLA SOLUTIONS PURCHASE ORDER TERMS AND CONDITIONS

**1. ACCEPTANCE AND AGREEMENT.** This purchase order ("Order") will be deemed accepted by Supplier's commencement of performance, shipment of products (including "Software" as defined in Section 9 below) specified in this Order ("Products"), provision of services to be provided under this Order ("Services") or other indication of agreement, whichever occurs first, and will constitute acceptance of this Order and all of its terms and conditions ("Acceptance Date"). This Order and all related transactions may involve and inure to the benefit of third-parties in addition to the entity issuing this Order ("Ordering Entity"), including without limitation, Motorola Solutions, Inc., and its affiliates, subsidiaries, divisions and all other related entities (collectively "MSI Related Entities"), as well as their respective customers, subcontractors and any entity they expect or intend to use, consume or resell the Products or Services (together with the MSI Related Entities, collectively "Third Party Beneficiaries"). Ordering Entity, MSI Related Entities, and Third-Party Beneficiaries are collectively referred to herein as "MSI" or "Motorola", each and all of which are entitled to the rights, remedies and benefits of this Order. The term "Supplier" includes Supplier's parents, affiliates, subsidiaries, divisions, all other related entities, and their respective subcontractors ("Supplier Related Entities"), and Supplier represents and warrants that it is authorized to agree to these terms on behalf of itself and each of Supplier Related Entities. Only Ordering Entity (but not MSI Related Entities or Third-Party Beneficiaries) and Supplier are obligated to perform under and fulfill the terms and conditions of this Order. This Order constitutes the entire agreement between Ordering Entity and Supplier and, except to the extent inconsistent with a separate agreement signed by the parties that expressly applies to the subject matter of this Order, this Order supersedes all other oral or written agreements, arrangements, representations and communications regarding its subject matter, including without limitation, quotations, proposals, or bids. MSI hereby objects to any terms proposed by Supplier in Supplier's quotation, invoice, proposal, bid, acceptance or acknowledgment of MSI's offer, or any Supplier shrink-wrap, click-through or packaging terms, or other documents which add to, vary from, or conflict with the terms of this Order. All such proposed terms will not operate as a rejection of this offer but are deemed a proposed material alteration, and this offer will be deemed accepted by Supplier without said additional, different or conflicting terms. If this Order is deemed under applicable law to be an acceptance of a prior offer by Supplier, such acceptance is limited to and expressly conditioned on Supplier's assent to the terms contained in this Order.

**2. PRICE.** The price of the Products and Services are as indicated on the face of this Order, in US dollars unless other currency is indicated ("Price"), and Price is inclusive of all of Supplier's costs (including labeling, packaging, taxes, duties, insurance and handling). If the Price is omitted from the Order, the Price will be the lower of a) the lowest prevailing market price, and b) the lowest price paid for similar Products/Services under prior MSI orders. Supplier hereby guarantees that the Price is Supplier's best price to any customer for the same or similar Products/Services and is competitive with any other seller's price for similar products and/or services ("Price Guarantee"). MSI may terminate this Order in whole or in part without liability if Supplier breaches its Price Guarantee and has no obligation to pay any amount in excess of the Price Guarantee. Supplier shall keep appropriate records to demonstrate compliance with this Section 2.

**3. INVOICING AND PAYMENT.** Unless otherwise instructed by MSI in writing, Supplier shall invoice MSI upon receipt of Products by MSI at its facility, completion of Supplier's performance, or for Software, acceptance by MSI, whichever occurs latest. Upon MSI's request, Supplier agrees to submit electronic invoices in accordance with MSI's electronic invoice and payment process. MSI's payment of the invoice will be made only in accordance with the terms of this Order and shall not be deemed an acceptance of any terms and conditions proposed by Supplier's documents. At MSI's request, Supplier will invoice and accept payment in other currencies at prevailing currency exchange rates. Supplier shall separately state on each invoice any import duties or sales, use, value added, excise or similar tax. Supplier shall not charge tax if MSI is exempt from such taxes and furnishes Supplier with a certificate of exemption. MSI will be responsible for any sales, use, VAT, or similar taxes, import duties or any other such assessment however designated. All payments due under this Order will be made without deduction or withholding, unless required by any applicable law of any relevant governmental revenue authority then in effect, in which case, MSI will pay Supplier's invoice net of the required deduction/withholding, pay the required amount to the relevant governmental authority, and furnish Supplier with appropriate evidence of the withholding tax payments which, to the extent permitted by applicable law, will be in the name of Supplier. If, based on an income tax treaty between the U.S. and Supplier's country of residence, Supplier is entitled to a withholding rate other than the U.S. standard 30% rate, then to avail itself of such other rate Supplier must first, in advance of any invoice issued by Supplier to MSI, provide a valid U.S. Form W-8BEN (or Form W-8ECI). If at any time it is determined that Supplier was not in fact eligible for a withholding rate other than the U.S. standard 30%, Supplier shall be responsible for payment of the correct tax due, including any interest and penalties, and shall reimburse and indemnify MSI for all costs, charges or fees, including interest and penalties, MSI incurs. MSI will pay the amount of each accurate invoice within the earlier of (a) sixty (60) days after the Effective Invoice Date, via virtual credit card, if payment is due in a jurisdiction where Motorola uses virtual credit cards and if Supplier permits payment via virtual credit card without any additional fees, or (b) ninety (90) days after the Effective Invoice Date, via electronic funds transfer. The "Effective Invoice Date" is the latest of the date (i) of MSI's receipt of Products, (ii) MSI pulls Products from the hub (if Supplier is participating in MSI's supplier owned inventory program), (iii) MSI receives an invoice, or for disputed amounts, (iv) 10 calendar days after the dispute is resolved and a corrected invoice is received. If local law requires a shorter payment term, then the longest payment term permitted applies. If Supplier is participating in MSI's "Pay from Receipt" program, then MSI, rather than Supplier, will generate invoices in accordance with that program. Supplier may not assign, pledge, discount or otherwise encumber MSI receivables without MSI's prior written consent. Supplier shall work cooperatively with MSI to ensure timely payment of any amounts payable to MSI. In addition to all rights of setoff or recoupment provided by law, each and all of MSI and MSI Related Entities may, at any time and in its sole discretion, apply any amounts payable or other amounts due or owing by Supplier or any Supplier Related Entities, whether arising under this Order or any other order, contract, obligation or undertaking ("MSI Receivables") to reduce any amounts payable or other amounts due or owing by MSI or any MSI Related Entities, whether arising under this Order, any other order, contract, obligation or undertaking ("MSI Payables"), and without regard to which of Supplier or Supplier Related Entities are parties to the transactions. Neither Supplier nor Supplier Related Entities may exercise rights of setoff or recoupment with respect to MSI Receivables or MSI Payables without MSI's prior written consent.

**4. CONFIDENTIAL INFORMATION.** Confidential Information means confidential or proprietary data, materials or information disclosed by MSI to Supplier: (i) in written, graphic, machine recognizable, electronic, sample, or any other tangible or visually perceptible form, which is clearly designated as "confidential" or "proprietary" at the time of disclosure; and (ii) in oral form, if it would be reasonable given the circumstances surrounding disclosure to conclude that MSI considered such orally disclosed information confidential or proprietary ("Confidential Information"). Notwithstanding the foregoing, all MSI information delivered by MSI relating to this Order, including product specifications, prototypes, designs, samples, testing processes and results, quality and manufacturing procedures and requirements, customer information, software and related documentation, product or technology roadmaps, cost or price information, demand or volume information, market share, market or financial projections and other similar information, and the existence of this Order and its terms and conditions, is Confidential Information without regard to designation or written confirmation as "confidential" or "proprietary". Confidential Information is and at all times will remain the property of MSI and MSI's ability to use or disclose the Confidential Information is not and will not be restricted in any way. Supplier shall: (i) maintain the confidentiality of Confidential Information and not disclose it to any third party, except as authorized by MSI in writing; (ii) restrict disclosure of, and access to, Confidential Information to its employees, contractors and agents who a) have a "need to know" in order for Supplier to perform its obligations under this Order, and b) are bound to maintain the confidentiality of the Confidential

Information by terms of nondisclosure no less restrictive than contained herein; (iii) handle Confidential Information with the same degree of care as Supplier uses for its own confidential information, but in no event less than reasonable care; (iv) use Confidential Information only for the purpose of performing and, to the extent necessary, to fulfill its obligations under this Order; and (v) promptly notify MSI upon discovery of any unauthorized use, access or disclosure of the Confidential Information, take all necessary steps to regain possession and protection of the Confidential Information and prevent further unauthorized actions or breach of this Order. Except as otherwise provided in this Order, no use of any Confidential Information is permitted, and no grant under any Intellectual Property Rights of MSI is given or intended, including any license implied or otherwise. Supplier shall not directly or indirectly export or re-export any Confidential Information to any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining the license or approval. Supplier shall not reverse engineer, de-compile, or disassemble any Confidential Information. If Supplier is required to access MSI computer resources, systems or premises, Supplier shall, and shall cause any person who may require access on Supplier's behalf to, first execute and deliver to MSI, an information protection and security/confidentiality agreement. Upon fulfillment, expiration, or termination of this Order or receipt of MSI's written request, Supplier shall immediately stop using and return to MSI all Property of MSI and Confidential Information including without limitation all items that contain any Confidential Information, all MSI-consigned inventory, all types of MSI Property, all MSI software and all other MSI materials in Supplier's possession. Supplier acknowledges that Confidential Information contains information that is proprietary and valuable to MSI and unauthorized dissemination or use of the Confidential Information will cause irreparable harm to MSI. Supplier's obligation to keep confidential the Confidential Information will survive for 5 years following the later of fulfillment, expiration or termination of this Order or Supplier's return or destruction of the Confidential Information and certification of such return or destruction.

**5. OWNERSHIP OF PROPERTY, SPECIFICATIONS AND WORK PRODUCT.** Supplier shall provide all labor, materials, tools, equipment, personnel, supervision, and facilities necessary to provide the Products and Services. All tools, equipment, dies, gauges, models, drawings, software or other materials paid for by MSI or furnished or bailed by MSI to Supplier ("Property") are, and remain, the sole property of MSI and shall be used only for manufacturing, testing or supplying the Products and Services to MSI under this Order. Supplier agrees that any suggestions, comments or other feedback provided by Supplier to MSI with respect to Products, Services, MSI products or Confidential Information provided by MSI ("Feedback") is given entirely voluntarily and Supplier grants MSI the right to use, have used, disclose, reproduce, modify, license, distribute or exploit the Feedback for any purpose, entirely without obligation, payment or restriction on use or disclosure of any kind. MSI will retain ownership of all specifications and other documentation for the Products and Services and will be the owner of all modifications and enhancements made by or for MSI or by or for Supplier to such specifications and documentation ("Specifications"), including without limitation any modifications or enhancements to such Specifications based on Supplier's Feedback. Additionally, Supplier agrees that all materials in whatever form and all modifications or enhancements to the Products or Services prepared or produced by Supplier under this Order ("Work Product") are a "work made for hire" under the copyright laws of the United States and are assigned to and will become the sole property of MSI. At MSI's request and expense, Supplier shall execute all papers and provide reasonable assistance to MSI necessary to vest ownership in MSI of, and to enable MSI to obtain Intellectual Property Rights in, all such Work Product, Feedback, and modifications or enhancements to Specifications. "Intellectual Property Rights" means any and all: (i) copyrights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs, and patents; (ii) rights relating to innovations, know-how, trade secrets and Confidential Information (technical and non-technical); (iii) moral rights, mask work rights, author's rights, and rights of publicity; and (iv) other industrial, proprietary and intellectual property-related rights anywhere in the world that exist as of the Acceptance Date or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Title to all work and Work Product, whether or not completed and to all materials on account of which any payment has been made by MSI, will vest in MSI. Supplier will (a) safeguard all Property: while it is in Supplier's custody and control; (b) be liable for any loss or damage to the Property; (c) keep the Property free from all liens or charges of any type; (d) use the Property only for MSI Products; and (e) return the Property to MSI upon request without further bond or action. Supplier agrees to waive and hereby does waive any lien it may have in regard to the Property and to ensure that subcontractors do the same. Supplier may not sell, recycle or otherwise dispose of excess, obsolete, scrap, work-in-process, raw materials, or finished Products associated with this Order without MSI's permission. Supplier's obligations as stated in this Section 5 survive the fulfillment, expiration, or termination of this Order.

**6. OFFSET CREDITS.** Supplier recognizes that in certain countries MSI is subject to "offset obligations" that require MSI to create economic benefits in those countries in order to be eligible to continue to sell products or otherwise conduct business in those countries. This Order may be placed in support of applicable MSI offset obligations. Supplier acknowledges that in its fulfillment of this Order it may generate economic benefits that can be claimed as "offset credits" against any applicable MSI offset obligations. Supplier agrees that all offset credits generated as a result of its fulfillment of this Order: (i) will belong solely to MSI (or its subsidiaries, affiliates, customers or other third parties as MSI may from time to time designate); and (ii) will be timely transferred by Supplier to MSI (or its designates). In addition, Supplier shall provide at its cost all documentation and other assistance as may be reasonably necessary for MSI to claim and validate offset credits with relevant government authorities.

**7. FORECASTING AND ORDERING.** Unless otherwise directed by MSI, Supplier shall use MSI's internet-based systems (Oracle iSupplier and Oracle Collaborative Planning) for ordering and forecasting. Oracle iSupplier shall be used for issuing, receiving, and amending Orders. Supplier shall submit delivery commitments against open Orders, shall maintain its lead-time and, upon MSI's request, submit Advanced Ship Notification ("ASN"), into Oracle iSupplier. Oracle Collaborative Planning shall be used for sharing forecasts and related information. Supplier shall submit supply commitments to the entire forecasting horizon in Oracle Collaborative Planning.

**8. WARRANTIES.** Supplier represents and warrants that the Products and Services are free of any condition that would pose a potential environmental or safety hazard, and that: (i) for a period of 60 months from the date of receipt by MSI, all Products and Services are merchantable, free from defects in design, materials and workmanship, of the highest quality, and conform to the terms and conditions of all applicable schedules, specifications, drawings, documentation, MSI instruction books or service manuals, MSI test and quality standards, and industry standards; (ii) the Products and Services meet all the quality requirements in Section 16 of this Order; (iii) the Products and Services are fit and safe for the purpose intended by MSI; (iv) the Products are wholly new and contain new components and parts throughout; (v) Supplier has good and warrantable title to the Products and Services, free and clear of any liens, encumbrances or other restrictions on use or distribution; (vi) Supplier has full power and authority to license the Software (as defined in Section 9 below) and to convey all other rights and licenses granted to MSI under this Order; (vii) the Products are properly packaged and labeled; (viii) Services will be performed by qualified persons utilizing, if applicable, MSI parts or parts of equal quality, except for Services involving intrinsically safe equipment, for which only MSI parts shall be utilized; (ix) Supplier has obtained all necessary approvals, consents and authorizations to enter into this Order and to perform and carry out its obligations under this Order; and (x) Supplier's performance under this Order does not violate any provision of any bylaw, charter, regulation, or any other governing authority of Supplier and has been duly authorized by all necessary partnership or corporate action. Supplier further represents and warrants that: (a) Supplier has no knowledge of, and there are no unresolved assertions, demands or pending litigation alleging that the Products or Services infringe or misappropriate any third party Intellectual Property Rights; (b) Supplier has obtained all necessary rights under any third party Intellectual Property Rights necessary for the manufacture, sale, use or other distribution of the Products and provision of

Services; and (c) the Products and Services do not infringe or misappropriate any third party Intellectual Property Rights. If Supplier receives a third-party assertion of infringement or misappropriation of Intellectual Property Rights related to a Product or Service, Supplier shall use best efforts to avoid interruption in supply or performance and shall take all appropriate actions to handle the assertion responsibly in accordance with established legal practice, including, without limitation: (A) obtaining opinion(s) of outside counsel regarding non-infringement by Supplier or invalidity of the asserted Intellectual Property Rights; (B) instituting proceedings to invalidate the asserted Intellectual Property Rights; (C) investigating and implementing design changes that avoid such asserted Intellectual Property Rights; and/or (D) investigating and procuring licensed components or license rights under the asserted Intellectual Property Rights, that would exhaust, cover or encompass such asserted Intellectual Property Rights. Additionally, Supplier hereby provides and MSI is entitled to all warranties that arise by implication or operation of law, and Supplier shall extend to MSI all warranties Supplier receives from its suppliers, service providers and subcontractors (collectively, its "Supply Chain"). All warranties run to MSI and through MSI to its customers. Supplier agrees that its representations and warranties are reaffirmed with each shipment or delivery of Products or Services. All warranties survive any inspection, acceptance, payment, or resale by MSI.

## **9. ADDITIONAL WARRANTIES FOR SOFTWARE.**

**9.1** For purposes of this Order, "Software" means object code and/or source code provided to MSI by, or at the direction of, Supplier, including any firmware, free-standing object code or source code that works with or runs on Products, or that is used on or in conjunction with MSI products or MSI internal systems, documentation and all bug fixes, updates and upgrades relating to such code. Supplier represents and warrants that all Software is free from any "Vulnerabilities", meaning: (i) self-destruction mechanisms; (ii) illicit code; (iii) any copy protection schemes that interfere with the use of the Software or with MSI's or an end user's ability to exercise its rights and privileges under this Order; and (iv) security vulnerabilities, including any vulnerabilities that allow unauthorized destruction of, access to or control of Product(s) or MSI product(s), other elements of a system that includes Product(s) or MSI product(s), or any information residing on Product(s), on MSI product(s), an end user's product(s) or system(s), or other elements of a system that includes Product(s). Supplier further represents and warrants that it complies with general industry practices regarding the detection and correction of Vulnerabilities. Supplier shall promptly notify MSI if Supplier becomes aware of any actual or potential Vulnerability, including a description of the concern, an analysis of the actual or potential threats and Supplier's proposed mitigation plan.

**9.2** Supplier shall not, without MSI's written consent, incorporate (in whole or in part) into any part of the Products, any Software that contains or is derived in any manner (in whole or in part) from software that is: (i) distributed as free software, open source software or similar licensing or distribution models; (ii) distributed pursuant to a distribution model in which any party can be a licensee without notice to the licensor, (including, but not limited to, licenses similar to the General Public License (GPL) or Lesser/Library (LGPL), the Artistic License (e.g., PERL); the Mozilla Public License; the Netscape Public License; the Sun Community Source License (SCSL); the Sun Industry Source License (SISL); and the Apache License); or (iii) licensed pursuant to a license that includes any of the following requirements: (a) disclosure or distribution of software in source code form; (b) non-assertion or licensing of patents; (c) disclosure of any modifications to the software; (d) redistribution at no charge; or (e) attribution requirements other than to maintain notices within the source code; (items (i) – (iii) collectively "OSS"). Supplier shall provide complete and accurate disclosure and description of any OSS included in the Products/Services and the corresponding OSS license terms.

**9.3** Additionally, Supplier represents and warrants that: (i) any OSS in the Product or Service (a) is contained solely within identified packages/components of the Software; (b) does not have any portion residing outside of the Software; and (c) will not be available, intermingled, or dispersed within or outside the Software at any time or in any way to cause exposure, linking or combination with any other software; (ii) it has complied and shall continue to comply with all obligations, terms and conditions imposed under any applicable OSS license, including but not limited to any modification and attribution requirements; and (iii) it has and shall maintain processes and precautions necessary to provide accurate disclosure of OSS and to prevent any risk that any OSS will impose licensing conditions on MSI, or that any MSI or third party software will be provided to, or become subject to an obligation to be provided to, the open source community or otherwise enter the public domain, as a result of Supplier's activities. Supplier warrants and represents that the Software does not contain the capability to initiate any non-user provisioned connection or that Supplier has provided Motorola with details of the destinations, purpose and frequency of each connection. Upon Motorola request, the Supplier will provide Motorola with the means to disable these connections if deemed not required for operation by Motorola.

**10. REMEDIES.** Unless specifically prohibited by this Order, all rights and remedies under this Order are cumulative. In addition to other remedies provided in this Order and those available at law or in equity, if Supplier defaults on or breaches its obligations under any provision of this Order or delivers Products or Services that are late, defective, non-conforming, in MSI's opinion present a potential safety or environmental issue, or otherwise fail to comply with the representations and warranties in this Order, whether or not apparent upon inspection, Supplier shall immediately and at its sole expense: (i) at MSI's option, immediately repair, replace or re-perform the affected and potentially affected Products and Services, or provide a refund for such Products and Services; (ii) expedite late deliveries and performance; and (iii) take immediate remedial action for affected and potentially affected Products and Services according to a corrective action plan approved by MSI. Supplier shall be liable for all direct, indirect, incidental and consequential harm to MSI and its customers arising from any breach of any provision of this Order, including, without limitation, all liabilities, losses, costs, expenses, charges, fines, penalties or damages incurred by MSI or its customers related to all Products and Services ("Damages"). Damages include without limitation costs to create and/or procure replacement products, software, or services, all costs of applying appropriate software patches, updates or upgrades, investigating, inspecting, sorting, repairing, replacing, reworking, repackaging, reflashing, removing, re-installing, retesting, recovering or recalling the Products or Services, or MSI products or services that incorporate or are otherwise potentially affected by such Products or Services, storing, shipping, expediting, stop of line, plant closures, lost profits, damage to goodwill and reputation, customer concessions or penalties, and any injury to person or property. In addition, MSI in its sole discretion, (without liability of any kind, including without limitation, liability for raw materials, work-in-process or finished goods Supplier may have on hand) may reschedule or cancel this Order and any other order or forecast for: (a) such affected or potentially affected Products or Services; (b) any other potentially affected products or services; and (c) any related products or services. Supplier further agrees that none of MSI's rights and remedies under this Order or arising at law or in equity, including, without limitation, the total amount and type of damages MSI may recover, or the time in which MSI must assert a claim or file a lawsuit, are or may be limited, restricted, or reduced in any way. MSI also shall have the right to seek and Supplier agrees that MSI is entitled to receive specific performance by Supplier of its obligations under this Order.

**11. LICENSE GRANTS.** Supplier grants to MSI (with the right to sublicense for MSI's benefit) and to its third-party distributors, manufacturers and contractors, a perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, under Supplier's and its licensors' Intellectual Property Rights to: (i) use, make, reproduce, demonstrate, perform, create derivative works of, market or otherwise distribute Software, related documentation and application program interfaces; (ii) use, review, inspect, scan, modify, maintain, support and reproduce Software source code; (iii) assemble, edit, merge, translate and compile additional copies of Software source code (including derivative works), to Software object code, for incorporation into or use with Product(s) or Service(s); and (iv) use, make, have made, demonstrate, market, import, offer for sale, sell, license, or otherwise distribute, MSI's products incorporating or used with Software or Service(s), and provide to end users and customers of MSI's products incorporating or used with Software or Services a limited right to use the Software. Within 15 days of MSI's request, Supplier agrees to deliver to MSI's designated escrow agent

("Escrow Agent"), at Supplier's sole expense, all source code and object code (including the most recent version thereof and all related documentation), designs, data, schematics, manuals, "read me" files, software tools (debugging, support, test and validation), hardware tools (including masks), libraries, specifications, RTL code and other materials necessary for repair, support, manufacture, and supply of Product(s), Software and Service(s) related to this Order ("Deposit Materials") pursuant to the terms of MSI's escrow agent agreement. Upon occurrence of any of the release conditions or any of the events set out in Section 13 of this Order, MSI may unilaterally direct the Escrow Agent to deliver to MSI the Deposit Materials free and clear of all claims, liens and other encumbrances without regard to any objection by Supplier. MSI is entitled to an injunction for specific performance of such obligation if Supplier's representative, including any trustee in bankruptcy, refuses to comply with the foregoing obligations. Supplier hereby grants MSI (with the right to sublicense to third parties for MSI's benefit) a present, perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid-up, transferable right and license under Supplier's and its licensors' Intellectual Property Rights to: (A) use, make, have made, demonstrate, market, import, offer for sale, sell, license, or otherwise distribute, support, or maintain Products or Services (or derivatives thereof) throughout the world; (B) use, have used, make or have made, copy, reproduce, have reproduced, modify, have modified, execute, translate, compile, display, perform, prepare derivative works of, distribute copies of, the tools, equipment, documentation, Software, materials and other information, whether owned by Supplier or MSI, that Supplier uses, or that otherwise are necessary, to manufacture, supply and support the Product(s) or perform the Service(s); (C) provide to Supplier's own suppliers (including without limitation fabricators and foundries) (collectively, "Upstream Suppliers") a limited right to do all of the preceding for MSI's benefit, notwithstanding any contractual or other prohibition against such actions (which Supplier hereby waives); (D) decompile, reverse engineer, and derive source code of Software and create derivative works of the derived Software source code and exercise all rights under this Section 11 with respect thereto; and (E) have access to Supplier's tools, equipment, materials and premises to do any of the foregoing. Supplier authorizes MSI to disclose the terms of this Order to Upstream Suppliers and authorizes the Upstream Suppliers to contract directly with MSI to provide products and services to fulfill this Order; provided, however that MSI will not exercise its rights under (A)-(E) unless and until (a) a release condition in MSI's escrow agent agreement or a condition for termination under Section 13 occurs, or (b) a product or service discontinuance event occurs under Sections 14 or 18. The parties agree that all of the rights, remedies, and covenants contained and provided in this Section 11 comprise a license of "intellectual property" within the meaning of 11 U.S.C. § 365(n). In the event of bankruptcy, the parties agree that MSI is entitled to the full protection provided to licensees of Intellectual Property Rights specified in 11 U.S.C. § 365 and other applicable law; the escrow agent agreement is an agreement supplementary to this Order, as provided in 11 U.S.C. § 365(n); and any Deposit Materials will not become property of the bankruptcy estate under 11 U.S.C. § 541. Supplier understands that MSI may use one or more additional suppliers of product(s) the same or similar to Supplier's Products ("Similar Component(s)"), and Supplier covenants and agrees: (i) not to assert, bring, cause to be brought or threaten to bring against MSI, its contract manufacturers or customers (collectively "MSI Parties") any claim, action or proceeding alleging that a MSI Party's (a) purchasing, having made, using, importing, offering for sale, selling or distributing any Similar Component(s), or (b) purchasing, manufacturing, having made, using, designing, assembling, importing, offering for sale, selling or distributing any MSI product(s) incorporating Similar Component(s), infringes or misappropriates any of Supplier's Intellectual Property Rights; and (ii) not to seek to enjoin, exclude from importation or otherwise interrupt the purchase, manufacture, use, importation, offer for sale, sale, or distribution of (a) Similar Component(s) by, to, or for the MSI Parties, or (b) such MSI product(s). The licenses, rights and covenants under Supplier's Intellectual Property Rights in this Section 11 are binding on Supplier's successors in interest to, and all transferees, assignees, and any exclusive licensee of, any of Supplier's Intellectual Property Rights. Supplier agrees to inform all successors in interest, transferees, assignees and licensees of such licenses, rights and covenants and to obtain their written consent to be bound by this covenant. No license, implied or express, under any MSI Intellectual Property Rights, including any license to use, exercise, or incorporate any MSI Intellectual Property Rights is conveyed to Supplier by MSI under this Order. MSI may allow third parties to exercise the rights and licenses granted in this Section 11 for the benefit of MSI or its customers. All licenses granted and rights accorded to MSI, end users, and/or the MSI Parties in this Section 11, and all Supplier's obligations in this Section 11, will survive fulfillment, expiration, or termination of this Order.

**12. TRADEMARKS.** Title to, and ownership of, all trademarks, service marks, symbols, trade dress, brand mark, trade name, brand name, logo, or business symbol, whether registered or not, associated with Motorola and its products and services ("Motorola Trademarks") remain with Motorola and its licensors. Supplier agrees it will not alter or remove Motorola Trademarks, signage or other identifying marks, labels or notices. Unless Motorola provides prior written approval, Supplier does not have any right to use the Motorola Trademarks.

**13. TERMINATION.** MSI may terminate all or any part of this Order immediately at any time for its convenience, without liability to Supplier, upon written notice to Supplier. In addition to all remedies provided elsewhere in this Order and at law or in equity, MSI also may terminate this Order immediately, without liability to Supplier upon written notice if: (A) Supplier: (i) fails to comply with any provision of this Order; (ii) delivers a Product or Service late; (iii) provides a Product or Service that fails to meet MSI's requirements; (iv) delivers a Product or Service which is defective or which does not conform to this Order; (v) fails to perform as agreed or to provide reasonable assurances of future performance upon request; (vi) provides a Product or Service that infringes or misappropriates any Intellectual Property Right; (vii) experiences an appointment of a receiver or an assignee for the benefit of creditors, (viii) becomes insolvent or unable to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; (ix) fails to meet its payroll when due; (x) fails to timely pay an amount owed to its any of its Supply Chain; (xi) misses an interest payment on a loan; (xii) fails to pay its insurance premiums or fails to maintain adequate insurance to cover its obligations under this Order; (xiii) encumbers its capital assets; or (B) any of Supplier's Supply Chain requires advanced payment terms. Supplier may not revoke its acceptance or otherwise refuse to fully perform its obligations under this Order. The representations, warranties, indemnities and other obligations that explicitly survive, or by their nature or context are intended to survive, fulfillment, expiration, or termination of this Order shall survive. Supplier may terminate this Order only based on MSI's material breach of an obligation under this Order and only after providing MSI with 30 days advance written notice and a reasonable opportunity to cure the breach. Upon fulfillment, expiration or termination of this Order, at MSI's request, Supplier will transfer all records that pertain to this Order to MSI, but retain a copy of any records required to be kept by law, rule, regulation, or in connection with any legal process or proceeding, subject at all times to applicable confidentiality obligations.

**14. INDEMNIFICATION.** Supplier shall fully defend, indemnify and hold harmless MSI and all of its past, present, and future affiliates, customers, distributors, officers, directors, employees, contractors, successors, assigns, agents, attorneys and insurers ("MSI Indemnitee(s)") against any and all claims, damages, costs, expenses (including without limitation court costs and attorney fees), suits, losses, or liabilities of any type, under any theory of liability or recovery, ("Claim(s)") arising from or related to: (i) any death, injury, or property damage caused by acts or omissions of Supplier, or its past, present or future officers, directors, employees, contractors, subcontractors, representatives or agents ("Indemnifying Party(ies)"); (ii) acts or omissions of the Indemnifying Parties, including without limitation Supplier's performance of, or failure to fully, properly and timely perform, any obligation in this Order (including, e.g., delivery of Product(s) or Service(s) that are, or are alleged to be, defective, non-conforming, or not in compliance with the warranties in this Order); (iii) any possible, actual or asserted infringement or misappropriation of any Intellectual Property Rights arising from or related to any Product, Software, or Service, or to a MSI product or service by virtue of incorporation of or use with, a Product, Software, or Service, either alone or in combination; or (iv) Supplier's non-compliance with Sections 21-27. Further, if the purchase, manufacture, having made, use, importation, offer for sale, sale, or distribution of any Product(s) or Service(s) or portion thereof, or any MSI product or service by virtue of incorporation of a Product or Service, is sought to be, is reasonably likely to be, or is in fact, enjoined or excluded from importation, then Supplier, at its sole expense and on terms

acceptable to MSI, shall: (i) procure the right for the MSI Indemnitees to continue purchasing, manufacturing, having made, using, importing, offering for sale, selling, and distributing such Product(s)/Service(s) and MSI products and services incorporating or used with them; or (ii) subject to MSI's prior written approval, replace or modify such Product(s)/Service(s) so they become non-infringing, are fully backward compatible, and meet all of MSI's requirements, including without limitation ensuring that quality, quantity, price and delivery are equal or superior to that of the Product(s)/Service(s) being replaced or modified. Additionally, at any MSI Indemnitee's request, Supplier promptly shall issue a full refund of the total amounts paid for such Product(s)/Service(s), and any MSI Indemnitee may reschedule or cancel any or all pending Orders and forecasts for (a) such Products/Services, (b) any related products or services, and (c) any other potentially impacted products or services, without liability of any kind. At MSI's request, Supplier also shall assist MSI in making alternative supply arrangements for such Products/Services, related products or services, and other potentially affected products or services, including but not limited to delivering to MSI Deposit Materials for such Product(s)/Service(s) and related product(s) or service(s) so that MSI can exercise its license rights under Section 11 as if such Product(s)/Service(s) and related product(s)/service(s) were discontinued. Supplier will not enter into any settlement order that affects any MSI Indemnitee without MSI's prior written consent. MSI may at its own expense actively participate in any suit or proceeding through its own counsel, except that Supplier shall reimburse MSI for such expenses if MSI's participation through its own counsel is needed to avoid conflicting interests between the parties, to pursue any MSI defenses, or to comply with a tribunal's rules or orders. Supplier agrees that time is of the essence and shall use best efforts and act in good faith to satisfy its obligations under this Section 14. If Supplier disputes its obligation or fails to fully and timely perform its obligations hereunder each and all of the MSI Indemnitees may assume the defense and/or settlement of the matter, provided, however, Supplier shall remain fully and solely responsible for the Claim. MSI has no obligation to indemnify Supplier under any circumstances. Supplier agrees that its obligations as set forth in this Section 14 will survive the fulfillment, termination, cancellation, or expiration of this Order.

**15. CHANGES.** Supplier shall not make changes to Products or Services or to the manufacturing, testing, quality or other processes, the bill of materials, materials, design, tools, sources of materials, or locations used to manufacture, assemble, or package the Products or perform Services without MSI's prior written approval. Any unauthorized change of any type will render the changed Products and Services nonconforming and will constitute a material breach of Supplier's obligations under this Order, and Supplier is responsible for all resulting Damages. MSI may request changes to Products or Services at any time upon written notice to Supplier. Supplier shall implement the MSI requested changes, and this Order will be deemed amended to incorporate the changes. However, if the requested changes will affect the cost of performance or the time required to perform, Supplier shall advise MSI in writing within 30 days of MSI's change request, and shall not implement the change without MSI's written approval.

**16. QUALITY AND INSPECTION.** All Product(s) and Service(s) must: (i) be in conformity with all applicable schedules, specifications, drawings, documentation, MSI instruction books or service manuals, including without limitation, the materials traceability specifications in MSI's product lifecycle management system (as may be updated periodically); (ii) satisfy MSI's test and quality standards and processes; (iii) meet applicable industry quality and performance standards; (iv) comply with all applicable legal and regulatory requirements; and (v) be merchantable, fit, and safe for the purpose intended by MSI. Supplier shall perform its obligations under this Order in strict compliance with these requirements, and shall meet MSI's Six Sigma standards and adhere to MSI-required quality processes on an ongoing basis, with the objective of delivering zero defects for all Products and Services. If the standards, requirements, processes, procedures, or terms and conditions related to the Products, Services or this Order, vary or conflict, the most stringent will apply, as determined by MSI. Any deviation from these requirements is a material breach of this Order. Payment for Products or Services does not constitute acceptance. Products and Services will only be deemed accepted when they have actually been counted, inspected and tested by MSI and found to be in conformance with this Order. MSI will have a reasonable opportunity to inspect Products and Services. At MSI's request, Supplier promptly shall issue a return material authorization ("RMA") to MSI for non-conforming Products, and Products rejected, in excess of the amount ordered, or delivered in advance of the delivery schedule. All returns to Supplier are at Supplier's expense. Title to Products designated for return by MSI will immediately revert to Supplier at the time of MSI's designation. Supplier promptly shall evaluate the Products/Services to identify the root cause of the defect or non-conformance, and provide MSI with a detailed analysis. MSI's return or non-acceptance of Products/Services will not affect MSI's other rights and remedies under this Order or applicable law, including without limitation the right to reject or revoke acceptance of defective or non-conforming Products or Services. Nothing contained in this Order relieves Supplier of its obligation to ensure that proper testing, inspection and quality control is performed. MSI has the right to inspect Supplier's and Supplier's Supply Chain's facilities, equipment, materials, records, and the Products and Services, and may audit for compliance with this Order.

**17. PACKING, DELIVERY AND SHIPMENT.** All Products shall be packed and shipped in accordance with instructions or specifications contained in this Order or provided by MSI. MSI may reject early delivery of any shipment of Product without penalty. MSI may either return such Product at Supplier's expense or retain such Product as Supplier owned inventory until the Order Need By Date. In the absence of any such instructions, Supplier shall comply with best commercial practices to ensure safe arrival at destination at the lowest transportation cost. **TIME IS OF THE ESSENCE ON THIS ORDER.** Supplier shall pay all costs of expediting. If Supplier fails to timely perform or deliver, Supplier shall reimburse MSI, at MSI's option, for (a) all Damages incurred by MSI as a result of late delivery or performance, or (b) liquidated damages in the amount of 1% of the price of the delayed delivery or performance for each calendar day of delay, computed from the due date without grace period. In addition, MSI is entitled to terminate this Order without liability as to Products not yet shipped or Services not yet rendered, by written notice effective upon receipt by Supplier, and to purchase substitute products or services elsewhere and Supplier shall pay any Damages incurred. Unless otherwise stated on the face of this Order, the delivery term for all deliveries under this Order is "FCA delivery point stated in this Order (Incoterms 2010)". If no delivery point is stated in this Order, the delivery term is "FCA closest airport to Supplier's factory (Incoterms 2010)." Supplier is responsible for loss or damage caused by Supplier and discovered after transfer of title. No charge will be allowed for packing, labeling, commissions, customs, duties, storage, crating, express handling or travel, unless specifically indicated on this Order or under a mutually agreed separate logistics support program.

**18. DISCONTINUANCE OF PRODUCTS OR SERVICES.** Supplier shall not stop providing any Product or Service to or for MSI for any reason, for the longer of (i) 3 years after commercial production qualification by MSI of (a) the Product or Service, or (b) a MSI product or service incorporating the Product or Service (whichever occurs later), or (ii) 2 years from the issue date of this Order ("Minimum Order and Supply Period"). After the Minimum Order and Supply Period expires, if Supplier intends to stop providing any Product or Service to or for MSI for any reason, Supplier shall give MSI at least 12 months prior written notice ("End of Life Period"), during which time MSI may continue to place orders for such Product(s) and Service(s), with delivery not to exceed 12 months from the date of the order. At MSI's request, Supplier shall (i) assist MSI in making alternative supply arrangements for the discontinued Product(s) or Service(s); and (ii) deliver to MSI or its third-party designees all materials needed to manufacture or offer, service, and support, the discontinued Product(s)/Service(s) (including all Deposit Materials for such Product(s)/Service(s)) so that MSI can exercise its license rights under Section 11. In addition to the rights and licenses in Section 11, Supplier also authorizes and grants MSI and its designated third-party manufacturers, without any consideration owed to Supplier, the right to source products, materials and services required to continue supply of the discontinued Product(s)/Service(s), directly from Supplier's Supply Chain on terms no less favorable than those provided to Supplier, and upon MSI's

request, Supplier shall provide MSI with authorization letter(s) providing such sourcing rights. Further, at MSI's request, Supplier shall return to MSI all items containing any Confidential Information related to the discontinued Product(s)/Service(s).

**19. SERVICE AND SUPPORT.** Supplier shall provide training and documentation as requested by MSI. Supplier shall provide MSI information about outstanding deliverables and any actual or potential issues related to Supplier's performance under this Order. Upon request, Supplier shall (a) provide spare parts and spare Products to MSI authorized service centers for service and repair of Product(s) and MSI product(s), and (b) provide MSI access to and use of any tools, equipment, materials, software, premises, and Intellectual Property Rights necessary for the repair, support, manufacture, or supply of Products or Services or for use of Products or Services in or with MSI product(s) or service(s). Unless a longer period is specified, Supplier shall make spare parts and repair services available for 7 years after last delivery under this Order. Supplier shall have a detailed, written business interruption and recovery plan, including business impact and risk assessment, crisis management, information technology disaster recover, and business continuity. Supplier shall update the plan annually and notify MSI in writing of any activation of the plan. Within 60 days of MSI's request, Supplier shall provide MSI a copy of the plan.

**20. INSURANCE.** Without limiting any other obligation or liability of Supplier under this Order, Supplier agrees that at all times including after termination of this Order, Supplier shall procure and maintain the following insurance coverage:

**20.1. Commercial General/Public Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate, which includes Bodily Injury and Property Damage, Products and Completed Operations and Personal and Advertising Liability coverages. Said coverage shall waive subrogation in favor of Motorola Solutions, Inc. and will name "Motorola Solutions, Inc. and its subsidiaries, directors, officers, employees, volunteers, agents and representatives as Additional Insureds" as respects this Order and include a cross-liability endorsement. Coverage should apply worldwide without any geographic limitation, unless there are any country restrictions. A combination of primary General Liability and Excess or Umbrella Liability limit may be used to satisfy total required coverage limit.

**20.2. Error and Omissions/Professional Liability Insurance** –appropriate to the Supplier's business with limits of not less than Two Million Dollars (\$2,000,000) per occurrence/Four Million Dollars (\$4,000,000) in the aggregate. Said insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Order and include but not limited to all acts, errors, omissions, negligence, and infringement of intellectual property (except patent and trade secret) in the performance of services for Motorola or on behalf of Motorola.

**20.3. Cyber Liability Insurance** –with limits of not less than Two Million Dollars (\$2,000,000) per occurrence/ Four Million Dollars (\$4,000,000) in the aggregate. Said insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Order and include but not limited to network risk / cyber coverage including coverage for unauthorized access, electronic information or data theft, failure of security, breach of privacy perils; loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

**20.4. Workers Compensation/Occupational Accident Insurance** with statutory limits as applicable in any State in which Supplier conducts business and **Employers Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000). Said coverage will waive subrogation in favor of Motorola Solutions, Inc.

**20.5. Automobile Liability Insurance** - If Supplier (or its employees) uses a vehicle in the performance of its duties under this Order, Supplier will maintain insurance with those limits as outlined below:

- 20.5.1. Vehicles up to 4 passengers – not less than One million (\$1,000,000) Combined Single Limit per occurrence per vehicle.
- 20.5.2. Vehicles 5 to 10 passengers – not less than Five million (\$5,000,000) Combined Single Limit per occurrence per vehicle.
- 20.5.3. Vehicles greater than 10 passengers – not less than Ten Million (\$10,000,000) Combined Single Limit per occurrence per vehicle.
- 20.5.4. Said coverage will waive subrogation in favor of Motorola Solutions, Inc. and name "Motorola Solutions, Inc. and its directors, officers, employees, volunteers, agents and representatives as Additional Insureds" as respects this Order.

**20.6 Business Interruption Insurance** (or equivalent)- Supplier will maintain insurance covering its assets and operations in an amount sufficient to fund the costs of compliance with the business interruption and recovery plan required by this Order.

**20.7 Certificate/Proof of Insurance.** Prior to commencing work under this Order, Supplier will provide and maintain a valid Certificate/Proof of Insurance evidencing all required coverage hereunder. Said Certificate of Insurance shall include evidence as necessary to demonstrate that all required conditions have been met. Motorola Solutions, Inc. shall be designated as the Certificate Holder and the certificate should be sent to the attention of Motorola Solutions, Inc. Risk Management.

**Certificate Holder:**

Motorola Solutions, Inc.  
Risk Management Department  
500 W. Monroe, Ste 4400  
Chicago, IL 60661-3781

**20.8. Miscellaneous Requirements**

20.8.1. Supplier shall provide for thirty (30) days written notice to Motorola Solutions, Inc. if the policy is cancelled, non-renewed or materially changed prior to expiration and ten (10) days written notice of cancellation due to non-payment of a premium.

20.8.2. All insurance policies shall be written by a company(ies) qualified to conduct business in the State(s) in which Supplier conducts business, have a rating of "A-" or better as currently listed in *Best's Insurance Report* published by A.M. Best Company, Inc., or equivalent rating from Standard & Poors, Moody's or Fitch and shall be reasonably acceptable to Motorola Solutions, Inc.

20.8.3 Supplier shall cause its insurance to be designated as primary and noncontributory with respect to Supplier's activity under this Order.

20.8.4. **In the event that any required insurance is written on a claims-made basis**, such policy(ies) shall be maintained with a retroactive date concurrent with or preceding the effective date of this Order, and for a period of not less than three (3) years following the completion of performance of this Order.

20.8.5. **Supplier shall ensure all subcontractors maintain all of the above insurance requirements with all aforementioned limits and requirements as imposed upon Supplier by this Order.**

20.8.6. Nothing contained in these insurance requirements will be deemed to limit or expand the scope, application, or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policies.

20.8.7. Nothing contained in these insurance requirements will affect or alter the application of any other provision contained in this Order. Supplier represents and warrants that it is in compliance with these insurance requirements.

**21. ETHICS AND COMPLIANCE WITH LAWS.**

**21.1** Supplier shall ensure, and on behalf of itself and its Supply Chain, represents and warrants, that all Products and Services are performed, produced and supplied in compliance with: (a) the latest version of both MSI's Supplier Code of Conduct and all other MSI supplier-related policies and procedures

(published at <http://responsibility.motorolasolutions.com/index.php/downloads/dow26-supplier-code-of-conduct/>); and (b) all applicable laws, orders, rules, regulations and standards, including without limitation applicable product safety, environmental and recycling laws and regulations, and the requirements set out in Sections 22-27 (as may be updated periodically). Supplier shall maintain appropriate compliance systems and be able to demonstrate a satisfactory record of compliance in its business conduct. MSI (and its designated agents) may conduct inspections or audits for compliance with this Section 21 at Supplier's expense. Supplier further agrees to communicate and flow down the requirements of Sections 21-27 of this Order to its Supply Chain. Supplier shall immediately correct any non-compliance and fully defend, indemnify, and hold harmless the MSI Indemnitees against any Damages caused by any non-compliance. Upon MSI's request, Supplier shall complete a Supplier Self-Assessment from MSI's designated, industry recognized third party Corporate Social Responsibility (CSR) program.

**21.2 This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Motorola Solutions is an Equal Opportunity and Affirmative Action employer. Supplier represents that all Services are performed in compliance with Motorola's EO/AA Policy statement, which is available at [http://careers.motorolasolutions.com/moto.cfm?page=usa\\_eeo](http://careers.motorolasolutions.com/moto.cfm?page=usa_eeo) and which will be mailed or faxed to Supplier upon written request.

**22. ETHICAL CONDUCT, ANTICORRUPTION AND UNFAIR BUSINESS PRACTICES.** MSI will not do business with any entity or person where MSI believes that payoffs or similar improper or unethical practices are involved. MSI expects its suppliers to abide by this policy and not to have a relationship with another entity or person, or engage in any activity that results or may result in a conflict of interest, or embarrassment to MSI, or harm to MSI's reputation. Supplier shall: (i) provide the Products and Services with the highest ethical standards; (ii) maintain integrity, transparency and accuracy in corporate recordkeeping; (iii) act lawfully and with integrity in the proper handling of competitive data, confidential and proprietary information and intellectual property rights; (iv) comply with legal requirements regarding fair competition and antitrust, and accurate and truthful marketing; and (v) not engage in corrupt practices, including public or private bribery or kickbacks. If Supplier has any ethics concerns relating to business conducted by MSI, visit <http://responsibility.motorolasolutions.com> or email MSI at [ethicsline@motorolasolutions.com](mailto:ethicsline@motorolasolutions.com).

**23. ANTIDISCRIMINATION AND HUMANE TREATMENT OF WORKERS.** Supplier will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs. Supplier will assure that Products (including parts) will not be produced, manufactured, mined, or assembled with use of forced, prison, or indentured labor, including debt bondage, or with use of illegal child labor in violation of International Labor Conventions for minimum age (ILO-C138) and child labor (ILO-C182). If Supplier recruits contract workers, Supplier will pay agency recruitment commissions, will not require workers to remain in employment for any period of time against their will, and will not impose any early termination penalties on workers. If Supplier provides housing or eating facilities, Supplier will assure the facilities are operated and maintained in a safe, sanitary and dignified manner. Supplier will operate safe, healthy and fair working environments, including managing operations so levels of overtime do not create inhumane working conditions. Supplier will pay workers at least the minimum legal wage, or where no wage laws exist, the local industry standard. Supplier will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law. Supplier will not routinely require workers to work in excess of 6 consecutive days without a rest day.

**24. MATERIAL SAFETY DATA SHEETS/ENVIRONMENTAL PROTECTION.** Supplier shall: (i) electronically provide material safety data sheets, chemical safety data sheets, or equivalent documentation for all chemicals and applicable articles sold to MSI under this Order; (ii) for all chemicals supplied or imported into the United States, certify that the chemicals are listed on the Toxic Substances Control Act, 15 USCS §2601, et. seq., chemical inventory, or are subject to an exemption specified in the material safety data sheets; (iii) implement a functioning environmental management system in accordance with ISO 14001 or equivalent (third-party registration is strongly recommended but not required); (iv) for items imported into the United States, provide MSI will a completed and signed ODS Certification available at <http://responsibility.motorolasolutions.com/index.php/downloads/dow02-downloads-materialdisclose/>; and (v) for Products used as parts or components for MSI products (including packaging and any manuals that accompany products), comply with all provisions of MSI's Controlled and Reportable Materials Disclosure Process, available at [www.motorolasolutions.com/suppliers](http://www.motorolasolutions.com/suppliers). Supplier certifies that Products and their parts do not contain and are not manufactured with a process that uses any Class I ozone-depleting substances (as identified in 40 CFR Part 82 Appendix A to Subpart A, or as subsequently identified by the U.S. Environmental Protection Agency as Class I ozone-depleting substances). Supplier further certifies that all substances, preparations and articles provided to MSI comply with all applicable EU REACH Directive Requirements (1907/2006 and 1272/2008).

**25. IMPORT/CUSTOMS.** Supplier shall comply with: (i) all import and customs laws, regulations and administrative determinations of the importing country; and (ii) all security criteria of the importing country's government security program. If Supplier is providing Products to be delivered to, or services to support delivery to, the United States, Supplier shall comply with the security criteria of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism (C-TPAT) Program (available at [www.cbp.gov](http://www.cbp.gov)). If Supplier is the exporter of record for any shipments, Supplier shall obtain all export authorizations from the United States government or other governments that may be required to lawfully make such shipments. In addition to any other remedies MSI may have, Supplier shall be liable for all Damages related to any representations made by Supplier with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms (INCOTERMS).

**26. EEO COMPLIANCE REPORTS/DIVERSITY/UTILIZATION OF SMALL BUSINESSES.** If applicable, Supplier shall comply with the provisions of FAR 52.222-21, 52.222-26, 52.222-35, 52.222-36 and 52.222-50 pertaining to Segregated Facilities, Equal Opportunity, Equal Opportunity for Veterans, Affirmative Action for Workers with Disabilities, and Combating Trafficking in Persons. If applicable, Supplier shall maintain, at each establishment, affirmative action programs required by the rules of the U.S. Secretary of Labor (41 CFR 60-1 and 60-2). If requested: (i) Supplier shall track and report to MSI its Supply Chain's spend with minority-owned, women-owned and disabled veteran-owned business enterprises; (ii) Supplier and MSI shall agree on a goal for Supplier's Supply Chain spend, based upon a percentage of Supplier's total gross revenues under this Order; (iii) Supplier shall submit quarterly progress reports, in a format designated by MSI, by the twenty-fifth day of the month following the end of each calendar quarter; and (iv) Supplier shall send all reports via email to MSI Supplier Diversity Group at [supplier.diversity@motorolasolutions.com](mailto:supplier.diversity@motorolasolutions.com). If applicable, Supplier shall comply with the provisions of U.S. Federal Acquisition Regulation (FAR) 52.219-8 pertaining to Utilization of Small Business Concerns, as well as any other state and local, small and other business utilization laws.

**27. CONFLICT MINERALS.** Motorola has a policy against sourcing products that contain minerals whose sale proceeds directly or indirectly finance or benefit armed groups (such as paramilitaries, state-sponsored terrorist organizations, or armed political violence) ("Conflict Minerals"). Supplier shall

provide information and periodic updates, using a reporting process acceptable to Motorola, which discloses whether Conflict Minerals are included in the Products; and if so, the location of the smelter source for any such Conflict Minerals.

## **28. CYBERSECURITY RISK MANAGEMENT**

28.1 Supplier represents and warrants that: (i) Supplier has taken commercially reasonable actions to ensure that Motorola is protected against any and all reasonably anticipated Cybersecurity Events; (ii) Supplier's systems are continually monitored for Cybersecurity Events twenty-four (24) hours per day by seven (7) days per week; and (iii) Supplier has an Cybersecurity Event response process to manage and to take immediate corrective action for any Cybersecurity Events including malware. If not previously provided to Motorola, Supplier will provide Motorola with a copy of Supplier's Cybersecurity Event policies and procedures prior to performance this Order

28.2 Security Contact. Supplier will provide Motorola with the name and contact information of a Supplier employee who will serve as Motorola's primary security contact and will be available to assist Motorola twenty-four (24) hours per day by seven (7) days per week to work with Motorola to resolve an Cybersecurity Event.

28.3 Notice. Within eight (8) hours of Supplier's initial awareness of an Cybersecurity Event, Supplier will:

- (i) Call the Motorola Security Operations Center at +1 302-444-9838; and
- (ii) Send the Motorola Security Operations Center an email at [managed-security@motorolasolutions.com](mailto:managed-security@motorolasolutions.com).

Information provided with the notification will include:

(i) Problem statement or description

(ii) Expected resolution time (if known)

(iii) The name and phone number of the Supplier representative that Motorola may contact to obtain updates

28.4 Written Reports. Supplier agrees to keep Motorola informed of progress and actions taken to resolve the Cybersecurity Event. In addition, Supplier will provide Motorola with a final written report within three (3) business days of resolution of a Cybersecurity Event. Final report should include at a minimum (a) root cause, (b) impact, (c) remediation actions taken, (d) actions planned to prevent a future similar incident.

28.5 Investigation and Remediation. Upon Supplier's notification to Motorola of an Cybersecurity Event, the parties will coordinate to investigate the Cybersecurity Event. Supplier, at its expense, in accordance with applicable Information Protection Laws, and in Motorola's sole judgment will proceed to take steps to contain and remedy any Cybersecurity Event and prevent any further Cybersecurity Event. The timing, content, and manner of addressing an Cybersecurity Event shall be determined by Motorola in its sole discretion. In addition, Supplier will cooperate with Motorola in handling the matter, including without limitation: (i) assisting Motorola with any investigation; (ii) providing Motorola with physical access to the affected facilities and operations; (iii) facilitating interviews with Supplier's employees and subcontractors involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable Information Protection Laws, or as otherwise required by Motorola. Supplier will reasonably cooperate, at its expense, with Motorola in any litigation or investigation deemed reasonably necessary by Motorola to protect its rights relating to the use, disclosure, protection and maintenance of Motorola's Confidential Information. Supplier will reimburse Motorola for all losses, damages, liabilities, deficiencies, claims, demands, actions, lawsuits, proceedings, judgments, settlements, interest, awards, penalties, fines, professional fees, attorney's fees, courts costs, and actual costs and expenses of whatever kind incurred by Motorola in responding to, and mitigating damages caused by any Cybersecurity Event, including all costs of notice and remediation which Motorola, in its sole discretion, deems necessary to protect such affected individuals in light of the risks posed by the Cybersecurity Event. Supplier will use reasonable efforts to prevent a recurrence of any such Cybersecurity Event. For the purpose of this Section, "Information Protection Laws" means all applicable corporate, state and local, federal and international laws, standards, guidelines, policies, regulations and procedures applicable to Supplier or Motorola pertaining to data security, confidentiality, privacy, and breach notification, as amended including without limitation the European Union General Data Protection Regulation (GDPR) or Applicable Data Protection Law, the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act, Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), and Criminal Justice Information Services (CJIS) Policy.

28.6 Supplier agrees that Motorola may perform an assessment to identify, prioritize, and estimate the potential or actual cybersecurity risks of Supplier's products, processes and procedures. This assessment may include but may not be limited to: a) determining the extent to which adverse circumstances or events could impact an enterprise; b) using the results of threat and vulnerability assessments to identify risk to organizational operations; and c) evaluating those risks in terms of likelihood of occurrence and impacts if they occur ("Cybersecurity Risk Assessment"). After the assessment is completed, the parties will negotiate in good faith to establish cybersecurity risk management plans ("the Plan") to mitigate the identified risks and to execute the Plan within 30 days. Supplier's failure to negotiate the Plan in good faith and/or to execute the Plan shall be deemed a material breach of this Order. Subject to 30 days prior notice to Supplier, Motorola reserves the right to conduct additional Cybersecurity Risk Assessments from time to time throughout the performance of this Order. Supplier will collaborate and provide reasonably requested information to Motorola in order to complete such assessments.

28.7 Any breach of this section, will be deemed a material breach of this Order.

28.8 For purposes of this Section 28, Cybersecurity Event means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. Examples of Cybersecurity Events include, but are not limited to, IT network penetration, source code distribution on the web, loss of confidential data or disruption to business operations.

**29. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.** The parties agree and acknowledge that regardless of the location from which this Order is issued, events related to this transaction, such as order fulfillment, logistics, design, manufacturing, quality control, establishing delivery schedules and quantities, shipments, payment, and other events may occur in various locations around the world, including without limitation, the State of Illinois, United States of America ("Illinois"). Supplier agrees and acknowledges that an entity other than Ordering Entity, including, without limitation, one or more of the Third-Party Beneficiaries, might use, consume or resell the Products or Services purchased under this Order and that any breach of Supplier's obligations under this Order will cause harm to Ordering Entity and to those other entities. The parties therefore agree that this transaction has a significant relationship to Illinois and that this Order, all transactions and conduct related to this Order, and all disputes and causes of action between the parties related thereto (in contract, warranty, tort, strict liability, by statute, regulation or otherwise) will be governed exclusively by and construed in accordance with the laws of Illinois, without regard to its conflicts of laws provisions. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, MSI is entitled to exercise the greatest rights, remedies and protections available under any potentially applicable law, and nothing in this section limits or abrogates in any way Supplier's obligations to comply with laws, regulations, ordinances or other obligations related to Supplier's conduct, including without limitation Supplier's compliance obligations set forth in Sections 21-27 of this Order. Unless otherwise agreed to in a writing signed by both parties, the parties agree that the sole and exclusive venue for any disputes, claims, controversies, or causes of action, whether legal or equitable, shall be in the state or federal courts within the geographic bounds of the United States District Court for the Northern District of Illinois. If one or more provisions of this Order is held to be unenforceable under applicable law, the unenforceable portion will not affect any other provision of this Order and this Order will be construed as if the DIRECT-INDIRECT PO PRODUCT TERMS AND CONDITIONS US -Version 30Sept25

unenforceable provision was not present, and at MSI's request, Supplier shall negotiate in good faith to replace the unenforceable provision with an enforceable provision with effect nearest to that of the provision being replaced. Supplier must formally initiate any legal action or claim against MSI for non-payment within 6 months of the date on which the payment was due. Failure to do so shall constitute a knowing and intentional waiver of all claims for non-payment, and Supplier shall be estopped from pursuing any claim for non-payment more than 6 months after the date on which the alleged payment was due. In addition, Supplier must formally initiate any legal action or claim against MSI for an alleged breach of any obligation related to or arising out of this Order within 1 year of the date of the alleged breach or be forever barred from pursuing such action or claim. Prior to initiating a lawsuit or other formal legal action, MSI and Supplier shall first attempt to settle any claim or controversy arising out of this Order through consultation and negotiation by the following process: The dispute will be submitted in writing to a panel of 2 senior executives from each of MSI and Supplier for resolution. If the executives are unable to resolve the dispute within 15 days, the parties shall mediate their dispute, sharing the cost equally, except that each party will pay its own attorney's fees. Within 15 days after written notice demanding mediation, the parties will choose a mutually acceptable mediator. Neither party will unreasonably withhold consent to the selection of the mediator. Unless otherwise agreed in a writing signed by both parties, the mediation will be conducted in Illinois. If the dispute cannot be resolved through mediation within 45 days, either party may submit the dispute to a state or federal court of competent jurisdiction in accordance with this Section 28. Use of any dispute resolution procedure will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of either party. Except as set forth herein, MSI's right to pursue its claims in court and to proceed before a jury shall not be limited, and the time in which to file such lawsuits shall not be reduced. Nothing herein prevents either party from resorting directly to judicial proceedings if the dispute is with respect to intellectual property rights, or interim relief from a court is necessary to prevent serious and irreparable injury to a party or others. Supplier shall continue to perform its obligations under this Order during the pendency of any dispute.

**30. MISCELLANEOUS.** Supplier shall not issue a press release or make any other disclosure regarding this Order, or about MSI or MSI's business generally, without MSI's prior written consent. Supplier shall maintain all records related to Products, Services and this Order, as required by this Order, law, rule, or regulation. Supplier may not assign this Order or any of its rights or obligations hereunder, or subcontract any of its obligations under this Order, without the prior written approval of MSI. Any attempted assignment, delegation or transfer without the necessary approval will be void. MSI may assign its rights or obligations under this Order, in whole or in part, without the need for Supplier's approval and at no additional cost to MSI or to the assignee. Supplier retains responsibility for all Services subcontracted under this Order and will fully defend, indemnify and hold harmless MSI against any liability for Damages caused by the acts or omissions of Supplier's subcontractors. **UNDER NO CIRCUMSTANCES WILL MSI BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS. MSI'S TOTAL LIABILITY FOR DAMAGES UNDER THIS ORDER SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.** Any notice, approval or consent required or permitted under this Order shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties set forth in this Order (or such other addresses a party may designate in writing). This Order and any documents attached to or referred to in this Order constitute the entire agreement between the parties with respect to the subject matter of this Order and can only be modified in a writing signed by authorized representatives of both parties. Supplier is an independent contractor in the performance of its obligations under this Order, and MSI is to have no control over the methods and means Supplier uses to fulfill its obligations under this Order. Neither Supplier nor its employees shall be considered employees of MSI or entitled to participate in any MSI employee benefits or plans of any kind. For a period of 1 year after the Acceptance Date, Supplier shall not actively recruit, induce, or solicit for hire or employment, whether directly or indirectly, any MSI personnel associated with this Order. MSI's failure to enforce or insist on performance of any of the terms or conditions in this Order shall not operate as a waiver of that or any other right.