

**STANDARD TERMS - APPLICABLE TO ORDERS
FROM FEDERAL GOVERNMENT PRIME CONTRACTORS AND RESELLERS**

These terms shall apply to orders and contracts accepted by Motorola, to the exclusion of all other terms in the Customer's ordering documents. Unless agreed otherwise in writing, all orders are final and may not be cancelled by Customer after Motorola initiates performance or otherwise indicates order acceptance. Customer is responsible for assuring that the end user entity is notified of the following terms (such as warranty disclaimers and software license restrictions) that may affect them.

1. DEFINITIONS. "Motorola" and "Seller" shall mean Motorola Solutions, Inc., U.S. Federal Government Markets Division. "Customer" shall mean the legal entity issuing a contract or order. "Agreement" refers to individual purchase orders when accepted by Motorola.

2. DELIVERY, TITLE, SECURITY, INSPECTION AND ACCEPTANCE. Unless otherwise stated, all deliveries are FOB Destination, and title and risk of loss shall pass to Customer upon delivery of the supplies to the initial destination designated by the Customer. Before shipping any unit of Motorola equipment to the Customer, Motorola will perform its standard factory inspection and acceptance tests on the unit. Acceptance of equipment items will be deemed to have occurred upon delivery of the supplies at the initial destination designated by the Customer. The Customer will have the right to conduct its own incoming inspection and test of the equipment for up to seven (7) days from the date of shipment to determine if the equipment conforms to the contract requirements. Upon notification by the Customer and verification by Motorola that the item(s) do not conform to the contract, Motorola shall correct the non-conformance of said item(s) in accordance with Motorola's standard warranty and return of equipment practices. In addition, when an entire system is purchased, system level testing may be performed during implementation in accordance with a mutually agreed upon Acceptance Test Procedure (ATP). If specified in the Motorola system proposal, the warranty period for equipment items that are part of an ordered system will commence upon final system acceptance per the ATP, or six months after shipment of equipment items, whichever is earlier. Motorola shall retain, and Customer hereby grants Motorola, a security interest and right of possession in the products until Customer makes full payment. Customer agrees to cooperate in whatever manner necessary to assist Motorola in perfection of said security interest upon request.

3. PAYMENT. Motorola may invoice for full or partial shipments, and upon completion of any ordered services or proposed milestones. Payments will be made in U.S. dollars. Unless otherwise agreed or addressed in other agreements, payment terms will consist of an amount due at time of order acceptance as specified by Motorola in its quotation or proposal, with Net 30 days for the balance, without condition or setoff, subject to Motorola's qualification of your payment ability. In the event any payment is late for any reason whatsoever, interest charges will be payable at the lesser of a) 1.5% per month or b) the maximum amount allowable under law. Motorola may require an amount due at time of contract signing, payment guarantees and security, and/or acceptable credit review as a condition of acceptance of any order. Pricing provided in a Motorola quote or proposal is subject to change if all proposed products and/or services are not ordered. Order(s) should reflect separate line items for equipment, integration services, and post-acceptance services (as applicable) as specified in the pricing section of the quote or proposal. Partial shipments and partial billings are authorized.

4. TAXES. Except as otherwise quoted, the prices set forth in the Agreement are exclusive of any amount for Federal, State and/or Local excise, sales, use, property, retailer's occupation or similar taxes. Our proposed prices do not include taxes on the assumption that this procurement is tax exempt; accordingly, we will require a current tax exemption certificate as part of our acceptance of any orders. If any such excluded tax is determined to be applicable to this transaction, or is not covered by an exemption, and Motorola is required to pay or bear the burden thereof, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty thereon, and Customer shall pay to Motorola the full amount of any such increase no later than ten (10) days after receipt of an invoice therefor.

5. EXCUSABLE DELAY. Motorola shall not be liable for any delay in delivery, or for non-delivery, in whole or in part, or failure to perform caused by the occurrence of any contingency beyond Motorola's reasonable control. In the event Motorola is unable to wholly or partially perform because of any cause beyond its control, Motorola may terminate this agreement in whole or in part without any liability to Customer.

6. INFRINGEMENT CLAIMS

6.1 Motorola Solutions shall indemnify Customer by defending, at its expense, any claim, and any lawsuit to the extent based thereon, that is brought against Customer alleging that any Motorola Solutions-branded product ("Product"), as originally delivered by Motorola Solutions to Customer under this Agreement, directly infringes a patent or copyright registered in the country in which Motorola Solutions originally sold the Product to Customer ("Infringement Claim"), so long as Motorola Solutions is notified in writing by Customer as soon as reasonably practicable as to any such claim, but in no event after Motorola Solutions would be prejudiced by a lack of such notice, is given sole authority and control of the defense, and is provided by Customer all requested information and assistance for resolving or defending the Infringement Claim. To the extent that Customer obtains accused products from multiple suppliers, any obligation to defend and indemnify hereunder shall be limited to a pro-rata cost of defense and remedy or settlement in proportion to the cost to Customer of the Products compared to the cost to customer of all accused products. For non-Motorola Solutions-branded product supplied hereunder, including any third party software, Motorola Solutions' obligations for IP infringement claims shall be limited to any IP indemnities or defense commitments provided by such third party supplier. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions shall pay all damages finally awarded against Customer by a court of competent jurisdiction to the extent based upon such Infringement Claim, or agreed to in writing by Motorola Solutions in settlement of the Infringement Claim. If a Product is subject to an injunction or like remedy or, if in Motorola Solutions' judgment, likely to become subject to an injunction or like remedy, in addition to its obligation to defend and pay damages, Motorola Solutions, in its sole discretion, shall: (a) obtain a license for Customer to continue to use or to sell the Product purchased from Motorola Solutions; (b) replace or modify the Product so as to be substantially functionally equivalent but non-infringing; or (c) require the return of the Product and credit the purchase price paid to Motorola Solutions by Customer for such Product less a reasonable charge for depreciation calculated on a three (3) year straight line depreciation basis. Motorola Solutions shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's use or transfer of Products after Motorola Solutions' written notice to Customer that Customer shall cease use or transfer of such Products.

6.2 Motorola Solutions shall have no obligation to defend or indemnify Customer under this agreement for any damages based upon a per-use royalty or the Customer's revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by Customer to Motorola Solutions for the infringing Product. Motorola Solutions shall have no obligation to defend or indemnify Customer under this agreement for any alleged or actual infringement arising out of (a) use of Products in connection or in combination with equipment, devices or software not provided by Motorola Solutions; (b) use of Products in a manner for which they were not designed; (c) any modification of Products by anyone other than Motorola Solutions; (d) compliance with Customer's designs, specifications, guidelines or instructions; (e) compliance with a standard issued by any public or private standards body; or (f) any assertion by a non-practicing entity which maintains no significant manufacturing capability ((a) – (d) defined as "Excluded Conduct"). Customer shall indemnify Motorola Solutions against any claim of infringement that is brought against Motorola Solutions based upon or arising out of such Excluded Conduct or arising out of Customer's continued use or transfer of Products after being noticed to cease such use or transfer. Motorola Solutions shall have no obligation to defend or indemnify Customer under this agreement for Infringement Claims arising in a dispute initiated by Customer's assertion of Customer intellectual property against a third party. Motorola Solutions shall not be responsible for any compromise or settlement made by Customer without Motorola Solutions' prior written consent.

6.3 THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MOTOROLA SOLUTIONS' ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND MOTOROLA SOLUTIONS HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO AND FURTHER LIMITED BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THIS AGREEMENT. IN NO EVENT SHALL MOTOROLA SOLUTIONS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION. IN NO EVENT SHALL MOTOROLA SOLUTIONS' LIABILITY UNDER THIS SECTION

7. LIMITATION OF LIABILITY. This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. **Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or any other cause of action, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR LEGAL THEORY FOR DAMAGES RELATED TO INCONVENIENCE, DOWNTIME, INTEREST, COST OF CAPITAL, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OF USE, TIME, DATA, OR GOOD WILL, OR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OR WHETHER SUCH LOSSES ARE FORESEEABLE. THIS SECTION SURVIVES THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.** No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

8. WARRANTY. AS APPLICABLE, MOTOROLA'S STANDARD COMMERCIAL EQUIPMENT, PARTS, AND SERVICES WARRANTIES, AND ANY WARRANTY OFFERED UNDER ITS SOFTWARE LICENSE AGREEMENT, ARE PROVIDED TO THE ORIGINAL END USER PURCHASER/LICENSEE, NOT TO RESELLERS. THESE WARRANTIES ARE OFFERED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. SOFTWARE. All software and firmware made available by Motorola to Customer will be subject to the terms and conditions of Motorola's Software License Agreement(s) (SLA). The SLA terms will be deemed to be incorporated by reference into each of Customer's purchase orders and will be executed if and when requested by Motorola. The terms of the SLA shall govern in the event of a conflict with any other terms specified in the order as accepted by Motorola. **You may transfer (sublicense) the software and firmware only under the conditions specified in Section 9.2 of the SLA.**

10. ASSIGNMENT. Except as otherwise provided in this Section, neither Party may assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates and may assign its right to receive payment under this Agreement without the prior consent of Customer. In addition, for any Motorola Solutions divestiture, sale or other similar transaction (whether by way of merger, asset sale, stock sale, spin-off or otherwise) of a Motorola Solutions business (each a "Sale"), Motorola Solutions may, without the prior written consent of Customer and at no additional cost to Motorola Solutions or to the assignee entity(ies), assign its rights and obligations under this Agreement, in whole or in part, to the assignee entity(ies).

11. PACKAGING AND MARKING. All packaging, packing and marking will be in accordance with Motorola's standard commercial practice.

12. PROPRIETARY INFORMATION. Unless otherwise agreed in writing, all documentation or information provided by Motorola will be considered Motorola Proprietary Information and shall remain Motorola's exclusive property.

13. DISPUTE RESOLUTION. Both parties agree that any claims or disputes, except for claims or disputes relating to intellectual property, will be submitted to non-binding mediation prior to initiation of any formal legal process. Costs of mediation will be shared equally.

14. EXPORT COMPLIANCE. Customer shall comply with all applicable export and re-export laws and regulations of Customer's country and the U.S. Certain of Motorola's communications products may require special licensing. Specifically, but without limitation, Customer agrees that it will not resell or re-export any Motorola products, parts, or associated software or technical data in any form without obtaining appropriate export or re-export licenses from the applicable licensing bodies.

15. QUALITY ASSURANCE. Motorola's standard commercial quality assurance program will be utilized in the production and inspection of all Motorola equipment. Motorola does not commit to meet any specifications or standards except as stated in published specifications. MOTOROLA WILL NOT PROVIDE CERTIFICATES OF CONFORMANCE.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS.

17. PRODUCT REPLACEMENTS. Motorola may provide product replacements for ordered parts and accessories for currently manufactured radios as long as the replaced item is the same or better technology and sold at the same price. The invoice will reflect either the actual product shipped or the product ordered and no order modification is required. When replacement parts and accessories are needed for radio products no longer being manufactured, Motorola cannot guarantee that an equivalent or better part or accessory will always be available or that the replacement item found can be sold at the same price. Motorola reserves the right to cancel the ordered item without penalty if the ordered item is no longer available or if Motorola offers the item at a higher price and mutual agreement on price cannot be reached.

18 USE IN EUROPEAN UNION If goods are being procured for use in the European Union (EU), the following statement is a part of any order: All goods to be shipped by the Motorola Federal Division under this agreement are intended for the sole and direct use by the US military, US Dept of State or other US Federal agencies, OR by military agencies of the EU country under a US Government FMS purchase, and no commercial or business usage of these products are intended; as such the requirements of the EU RHHS regulations do not apply. Additionally, it is intended that the goods will not be resold within the EU, and any non-RoHS items will not be disposed of within the EU.

19. GENERAL.

SEVERABILITY. If any term or provision of this Agreement shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid, void, or unenforceable.

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE FROM THE FEDERAL ACQUISITION REGULATION (FAR) WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT.

52.203-13	Contractor Code of Business Ethics and Conduct APR 2010
52.219-8	Utilization of Small Business Concerns OCT 2014
52.222-26	Equal Opportunity MAR 2007
52.222-35	Equal Opportunity for Veterans Jul 2014
52.222-36	Affirmative Action for Workers with Disabilities Jul 2014
52.222-37	Employment Reports on Veterans (Jul 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act DEC 2010
52.222-50	Combating Trafficking in Persons FEB 2009
52.247-64	Preference for Privately Owned US-Flag Commercial Vessels FEB 2006

No other FAR or FAR Supplement provisions, nor any other prime contract provisions, are accepted by Motorola, even if referenced in Customer's purchase orders. Motorola does not represent that any ordered items necessarily meet new materials requirements. Customer represents that there is no requirement for certified cost or pricing data or price support information from Motorola.

As regards Buy American Act provisions, Motorola is representing that the proposed equipment meets the definitions of a commercial item and information technology as defined in FAR 2.101, and therefore consistent with FAR rule FAR 25.103(e), acquisitions of information technology meeting the commercial item definition, and using fiscal year 2004 or subsequent funds are exempt from the Buy American Act and Balance of Payments.

As regards Trade Agreements provisions, Motorola makes the following general representations regarding Trade Agreement Act ("TAA") compliance:

Motorola main models ("Main Models") including subscriber radios (APX4000/6000/7000/7500) and infrastructure (GTR8000 base stations, Consollettes, controllers, comparators, KVLs) are compliant with the requirements of the TAA.

There are also numerous options and accessories for Motorola Main Models, which when purchased and used in conjunction with the Main Models, do not change the TAA compliant status of the overall offering. However, Motorola makes no representation that such options and accessories are compliant with the TAA when sold separately from the Main Models.

Additionally, there may be equipment offered and manufactured by third parties which is not an option or accessory as described above. Motorola makes no representation that any such third party equipment is compliant with the TAA. However, in most cases, such third-party equipment has been designed to specifically operate within the Motorola architecture, and accordingly, the Government could make a non-availability determination for third-party items when applicable as it is unlikely alternate items could function with the proposed TAA compliant Motorola items.

To the extent that Motorola is offering radio communications infrastructure equipment, any such equipment will generally be integrated into a single communications system in Motorola's facility in Illinois. The integration process may involve software loading, racking and integration of system components, interconnecting cabling, programming of routers and other essential IT equipment, and extensive system-level testing. Consequently, this staging process constitutes "substantial transformation" as defined under TAA thereby making the overall communications system TAA compliant

For services, including installation services, maintenance services, repair services, training services, and other services, this clause is considered inapplicable.

Note: As a Reseller you are required to provide this representation to the Government or next highest tier Reseller as a condition of Motorola's subsequent acceptance of an order. Applicability of TAA should be determined on a case-by-case basis, and is factually dependant on the proposed offering in response to a solicitation. Motorola resellers or

Motorola agents are advised to seek independent legal counsel to determine the ultimate applicability of TAA for any order in response to a federal government solicitation.

Orders Placed by Small Businesses: Any small business buyer shall comply with all applicable Federal laws and regulations, including but not limited to FAR Part 19, and will make accurate representations with respect to small business contracts. Buyer shall indemnify and hold Motorola harmless from any liability, cost or expense (including without limitation reasonable attorney's fees) resulting from buyer's failure to comply with any such laws and regulations and/or any inaccurate representations made by the buyer with respect to small business contracts.

Motorola standard warranties and Software License Agreement (SLA) are incorporated herein and made a part hereof, as well as Motorola's supplemental terms for services (if applicable).