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ORDER FORM

For use under a Framework Agreement ("the Framework Agreement") dated 15 November 2018 between the Police Digital Service (formerly the Police ICT Company) (1) and Motorola Solutions UK Limited ("the Supplier") (2)

Expressions used in this Order shall have the meanings attributed to them in Schedule 4 (Call-Off Terms and Conditions) of the Framework Agreement unless otherwise stated in this Order

This Order comprises an Order Form as defined in the Call-Off Terms and Conditions

FROM

Customer	[REDACTED]
Service Address/Goods Delivery Address	[REDACTED] [REDACTED] [REDACTED]
Invoice Address	Business Services, c/o Essex Police HQ [REDACTED] [REDACTED] [REDACTED]
Contact Ref:	Ref: ACRT-KMF-4 year extension Phone: [REDACTED] e-mail: [REDACTED]
Order Number	[REDACTED] To be quoted on all correspondence relating to this Order
Order Date	20/12/2022

TO

Supplier	Motorola Solutions UK Limited
Supplier's Address	Nova South, 160 Victoria Street, London, SW1E 5LB
Account Manager	Name: [REDACTED] Address: Nova South, 160 Victoria Street, London, SW1E 5LB Phone: [REDACTED] E-mail: andy.glover@motorolasolutions.com

PART 1. GOODS AND SERVICES REQUIREMENTS	
(1.1)	Goods, Services and Deliverables Required: Qty1 x PDS1KMF4 - KMF support for 4 years from 1 Jan 2023 to 31 Dec 2026 - Comprising 1 Server, 1 Work Stations and 5 KVL4000 devices @ [REDACTED]
(1.2)	Commencement Date: 01/01/2023
(1.3)	Charges Payable by Customer (including any applicable discount and method of payment e.g. Government Procurement Card (GPC) or BACS): Year 1 [REDACTED] ex VAT Year 2 [REDACTED] ex VAT Year 3 [REDACTED] ex VAT Year 4 [REDACTED] ex VAT Payable via CP&F annually in advance
(1.4)	Completion Date: Support contract starts 1 st January 2023 and ends on 31 st December 2026
(1.5)	Security Requirements: As per original KMF and KVL deployments

PART 2. DELIVERY OF THE GOODS AND PERFORMANCE OF THE SERVICES AND DELIVERABLES	
(2.1)	Sub-Contractors to be involved in the Goods and Services and Deliverables: None
(2.2)	Performance/Delivery Location: Support services are virtual delivery
(2.3)	Quality Standards and Quality Measures:

PART 3. CONFIDENTIAL INFORMATION

(3.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-

PART 4. ALTERNATIVE AND/OR ADDITIONAL CLAUSES

1. Supplementary Terms

The Customer and the Supplier agree the following:

1.1 Notwithstanding any other provisions contained in the Framework Agreement, the Call Off Terms and Conditions or any other document forming part of this Call-Off Contract (the "Other Documents"), the provisions of these Requested Supplementary Terms (the "Order Form Supplementary Terms") shall take precedence over any provision(s) contained in the Other Documents or any other document forming part of this Call-Off Contract, including any other part of this Order Form.

1.2 The following Clauses in the Call Off Terms and Conditions shall be amended as follows:

a. The wording contained in Clause 6.7.8 shall be deleted and replaced with the following:
"the Supplier hereby grants to the Customer a licence to use the Supplier IPR for the sole performance of receiving the benefits of the Contract Services or Deliverables on the basis of the terms and conditions of the Motorola Solutions, Inc, End User Licence Agreement only, which is appended to this Order Form as Annex A."

b. Clause 6.7.11(c) shall be deleted.

c. Clause 6.7.12 shall be deleted and replaced with the following:

"If a Claim is made in connection with the Call-Off Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall immediately notify the Customer and continue to keep the Customer updated throughout the life of the Claim and, at its own expense use its best endeavours to:-

- (a) modify the relevant part of the Goods and Services or the Deliverables without reducing the performance or functionality of the same, or substitute alternative Goods, Services or Deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply with any necessary changes to such modified Goods, Services or Deliverables or to the substitute Goods, Services or Deliverables; or
- (b) procure a licence to use and supply the Goods and Services or the Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Customer, and in the event that the Supplier is unable to comply with Clauses 6.7.12(a) or 6.7.12(b) within twenty (20) Working Days of receipt of the Supplier's notification the Customer may

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terminate the Call-Off Contract with immediate effect by notice in writing and the Supplier shall, upon demand, refund the Customer with all monies paid in respect of the Goods and Services or Deliverable that is subject to the Claim.”

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Goods and Services specified in the Goods and Services Requirements section set out in this Order Form incorporating all the Call-Off Terms and Conditions set out in the Framework Agreement.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

Annex A

MOTOROLA SOLUTIONS, INC.
END USER LICENSE AGREEMENT

Motorola Solutions, Inc. and/or the Motorola Solutions affiliate (e.g. Motorola Solutions UK Limited or Airwave Solutions Limited) named on the Order Form (collectively “Motorola”) is willing to license its proprietary software (“Software”) and any accompanying documentation to you only on the condition that you accept all the terms in this End User License Agreement (“Agreement”).

IMPORTANT: READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE ACCOMPANYING PRODUCT.

1. **Definitions.** In this Agreement, the word “Software” refers to the set of instructions for computers, in executable form and in any media, (which may include diskette, CD-ROM, downloadable internet, hardware, or firmware) licensed to you. The word “Documentation” refers to electronic or printed manuals and accompanying instructional aids licensed to you. The word “Product” refers to the specific combination of Software and Documentation that you have licensed and which has been provided to you under the terms of this Agreement.

2. **Grant of License.** Motorola grants you (“Licensee” or “you”) a personal, nonexclusive, nonassignable, nontransferable, non-sublicenseable license to: (i) use the Product subject to the Conditions of Use set forth in Section 3 below and the terms and conditions of this Agreement; and (ii) reproduce the Software, in the number of copies and on the number of equipment for which you have paid a license fee. The Software is provided to you only in object code form. Any terms or conditions appearing on the face or reverse side of any purchase order, purchase order acknowledgment or other order document that are different from, or in addition to, the terms of this Agreement will not be binding on the parties, even if payment is accepted.

3. **Conditions of Use.** Any use of the Product outside of the conditions set forth in this Agreement is strictly prohibited and will be deemed a breach of this Agreement.

3.1 Only you, your employees or agents may use the Product. You will take all necessary steps to insure that your employees and agents abide by the terms of this Agreement.

3.2 You will use the Product: (i) only for your internal business purposes in connection with your legal use of Motorola equipment and/or services that are compatible with the Software; (ii) only as described in the Product; and (iii) in strict accordance with this Agreement.

3.3 Portions of the Product are protected by United States copyright laws, international treaty provisions, and other applicable laws. Therefore, you must treat the Product like any other copyrighted material (e.g., a book or musical recording). If the Documentation is in printed form, it may not be copied. If the Documentation is in electronic form, you may print out one (1) copy, which then may not be copied. Unauthorized duplication of the Software or Documentation constitutes copyright infringement.

3.4 You will not transfer, directly or indirectly, any product, technical data or software to any country for which the United States Government or any other applicable government requires an export license or other governmental approval without first obtaining such license or approval.

4. **Title; Restrictions.** If you transfer possession of any copy of the Product to another party outside of the terms of this agreement, your license is automatically terminated. Title and copyrights to the Product and any copies made by you remain with Motorola and its licensors. You will not, and will not permit others to: (i) modify, translate, decompile, bootleg, reverse engineer, disassemble, or extract the inner workings of the Software or Documentation; (ii) copy the look-and-feel or functionality of the Software or Documentation; (iii) remove any proprietary notices, marks, labels, or logos from the Software or Documentation; (iv) rent or transfer all or some of the Software or Documentation to any other party without Motorola's prior written consent; or (v) utilize any computer software or hardware which is designed to defeat any copy protection device, should the Product be equipped with such a protection device. If the Product is provided on multiple types of media (such as diskette, CD-ROM, downloadable internet), then you will only use the medium which best meets your specific needs, and will not loan, rent, lease, or transfer the other media contained in the package without Motorola's written consent. Unauthorized copying of the Software or Documentation, or failure to comply with any of the provisions of this Agreement, will result in automatic termination of this license.

5. **Confidentiality.** You will preserve the confidentiality of the Product in the same manner that you protect your own confidential information and, in any event, with at least reasonable and prudent care. Accordingly, you will limit access to the Product to those of your employees and agents who need to use the Product for your internal business purposes, and you will take appropriate action with those employees and agents to preserve the confidentiality of the Product.

You have no obligation to preserve the confidentiality of any proprietary information that: (i) was in the public domain at the time of disclosure; (ii) entered the public domain through no fault of yours; (iii) was given to you free of any obligation to keep it confidential; (iv) is independently developed by you; or (v) is disclosed as required by law provided that you notify Motorola prior to such disclosure and provide Motorola with a reasonable opportunity to respond.

6. **Right to Use Motorola's Name.** You will not, during the term of this Agreement or thereafter, use any trademark, of Motorola, or any word or symbol likely to be confused with any Motorola trademark, either alone or in any combination with another word or words.

7. **Disclaimer.** OTHER THAN ANY WARRANTIES EXPRESSED IN THE CALL-OFF CONTRACT, MOTOROLA PROVIDES THE SOFTWARE "AS IS" AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. MOTOROLA AND ANY OF ITS LICENSORS SPECIFICALLY DISCLAIMS ANY WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. MOTOROLA MAKES NO WARRANTY WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE AND DOCUMENTATION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

8. **Limitation of Liability.** NOT USED

9. **Term of License.** Any use of the Software, including but not limited to use on Motorola equipment and/or services, will constitute your acceptance of the terms and conditions in this Agreement. Your right to use the Product will continue in perpetuity unless the underlying Order to which this Agreement relates is terminated, or such right will terminate as follows. You may terminate it at anytime by deleting the Software together with all copies in any form. This Agreement will terminate immediately without notice upon a breach of this Agreement by you. This Agreement will also terminate

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without further action or notice by Motorola if you become bankrupt, go into administrative receiver or receiver appointed, or suffer or file any similar action in consequence of a debt. Within thirty (30) days after termination of this Agreement, you will certify to Motorola in writing that through your best efforts, and to the best of your knowledge, the original and all copies, in whole or in part, in any form, of the Software and all related material and Documentation, have been destroyed. You may not sublicense, assign or transfer the license or the Product, except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.

10. **Governing Law.** This Agreement is governed by and construed in accordance with the Laws of England and Wales.

11. **Assignment.** This Agreement may not be assigned or otherwise transferred by you without Motorola's prior written consent.

12. **Survival of Provisions.** The parties agree that where the context of any provision indicates an intent that it survives the term of this Agreement, then it will survive.

13. **Entire Agreement.** This Agreement contains the parties' entire agreement regarding your use of the Product and may be amended only in writing signed by both parties, except that Motorola may modify this Agreement as necessary to comply with applicable laws and regulations.

14. **Third Party Software.** The Software may contain one or more items of Third-Party Software supplied by other third-party suppliers. The terms of this Agreement govern your use of any Third-Party Software UNLESS A SEPARATE THIRD-PARTY SOFTWARE LICENSE IS INCLUDED, IN WHICH CASE YOUR USE OF THE THIRD-PARTY SOFTWARE WILL THEN BE GOVERNED BY THE SEPARATE THIRD-PARTY LICENSE.

15. **Open Source Software.** The Software may contain one or more items of Open Source or other Publicly Available Software. If applicable, information regarding licenses, acknowledgements, required copyright notices, and other usage terms, are included in Legal Notices.

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