



Schedule 7A

Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2nd January 2024

The Authority	<i>Leicestershire Constabulary, Police HQ, St Johns, Enderby, LE19 2BX</i>
The Supplier	<i>Softcat Plc Fieldhouse Lane Marlow Buckinghamshire SL7 1LW</i>
HealthTrust Europe Contract Reference	<i>HTE-011008</i>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 2nd January 2024 (the “**Framework Agreement**”).
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Authority’s requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at **Error! Reference source not found.** of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
 - (a) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
 - (b) The Authority and the Supplier agree that (in addition to the Authority’s right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

Annex 1 - Standard Terms

1 Commencement Date and Term

1.1 The Commencement Date of this Contract shall be **28/06/2025**.

1.2 The Term of this Contract shall be **4 years & 6 Months (54 Months)** from the Commencement Date, expiring on 31st December 2029.

2 Data Protection

This Clause 2 only applies if this box is checked ☒

2.1 The Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment (“**DPIA**”) in accordance with the Data Protection Legislation and provided the DPIA confirms that the Supplier’s systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

2.2 The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract.

2.3 The Parties warrant that they have read, understood, and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

3 Payment Terms

3.1 The payment profile for this Contract shall annual payment up front.

4 Locations

The Services shall be provided, and Goods delivered by the Supplier at the Premises and Locations listed below:

4.1 Leicestershire Constabulary Headquarters

5 Use of Subcontractors

This Clause 6 only applies if this box is checked ☒

5.1 The Participating Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Participating Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

5.2 Where the Supplier sub-contracts the provision of any Goods and/or Services in pursuance of its contractual obligations under this Contract, the Supplier warrants and represents to the Participating Authority and to HealthTrust Europe that in addition to all other requirements related to subcontracting stated within the Framework Agreement, it shall remain the single point of contact and be responsible to HealthTrust Europe and the Participating Authority for all acts or omissions of the Sub-contractor or substitute Sub-contractor as though they were the Supplier's own acts or omissions for all elements of any Solution, including but not limited to Software and Equipment; and it shall ensure and shall procure that its Sub-contractor(s) will deliver the Goods and/or Services in accordance with the terms of the Contract and in so doing, the Supplier shall:

- 5.2.1 strictly adherence to all KPI's and performance standards of the Contract and to all elements of the Specification;
- 5.2.2 immediately inform HealthTrust Europe and the Participating Authority in the event a Sub-Contractor fails, or becomes unable to meet any element of the Specification;
- 5.2.3 provide a list of all Sub-Contractors appointed at the Commencement Date as an annex to the Contract in the format set out below at Annex A of Appendix 11 (Subcontractors);
- 5.2.4 seek the prior written approval of the Participating Authority by following the Change Control Process if at any time during the Term the need arises to replace a Sub-Contractor listed in Annex A of Appendix 5 (Subcontractors), or to appoint a new Sub-Contractor.

5.3 The Supplier acknowledges and agrees that any proposed amendment to Annex A of Appendix 11 (Sub-contractors) shall be reserved as a right to the Participating Authority to: (i) consider any such amendment as a material variation of the Contract; (ii) reject the proposed change of Sub-Contractor; (iii) not accept Goods and/or Services from the any proposed new subcontractor; (iv) consider its option to re-tender for its requirements; and (v) without prejudice to any other rights reserved under the Contract terminate the Contract. The Participating Authority's approval shall not be unreasonably withheld or delayed.

5.4 The Supplier undertakes, warrants, and agrees that in order to meet its obligations under this Framework Agreement, it shall enter into contracts with its Sub-contractors that mirror the terms and conditions essential to perform the whole or the part(s) of its obligations which form the basis of the sub-contract. In any event, the Supplier shall ensure and shall procure that, as a minimum, its Sub-contractor will:

- 5.4.1 perform its obligations in accordance with the terms and conditions identical to those contained in the relevant contract with the Participating Authority;
- 5.4.2 acquire and maintain the same types and levels of insurance that will cover the risks required for performing under the relevant Contract;
- 5.4.3 where there will be Processing of Personal Data, the Supplier and the Sub-contractor will first conduct a data protection impact assessment (DPIA) on the operations of the Sub-contractor to ensure it has in place the appropriate security, technical and organisational measures to address the risks and ensure protection of personal data which demonstrate compliance with the data protection laws; and
- 5.4.4 cooperate fully in any audit or investigation undertaken by HealthTrust Europe or the Participating Authority in accordance with the call-off contract and the Framework Agreement.

5.5 In addition to all other rights reserved by HealthTrust Europe under the Framework Agreement, HealthTrust Europe hereby also reserves the right to conduct audits to: (i) ensure DPIAs are undertaken; (ii) review the due diligence process undertaken by the Supplier in relation to appointing Sub-contractors; and (iii) all other sub-contracting processes or changes thereto are compliantly undertaken. In this regard, the Supplier acknowledges and agrees that to ensure adherence to the terms and conditions of the Framework Agreement and any call-off contracts, it shall cooperate fully and procure that its Sub-contractor will cooperate fully in any such audits. Such audits will be conducted by HealthTrust Europe or its nominated agent(s), as and when deemed necessary, in the reasonable opinion of HealthTrust Europe, but in any event no more than once in a twelve (12) month period.

5.6 The bidding model that includes members of the supply chain, the percentage of work being delivered by each Sub-contractor and the key contract deliverables for which each Sub-contractor will be responsible are also detailed in Appendix 5 (Subcontractors).

6 Contract Management

The Contract Managers at the commencement of this Contract are:

- 6.1 For the Participating Authority: Jonathan Whale.
- 6.2 For the Supplier: Elliot Naylor, Partner Alliance Deputy Team Leader.

7 Notices

Notices served under this Contract are to be delivered to:

(a) For the Participating Authority: Jonathan Whale.

(b) For the Supplier: Elliot Naylor, elliotna@softcat.com, Universal Building, Manchester, M12 6JH.

8 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

9 The following Annexes are incorporated within this Contract:

Annex 1	Standard Terms
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10 The following Appendices are incorporated within this Contract:

Appendix 1	Participating Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Software and End User License Agreement (EULA)
Appendix 5	Subcontractors
Appendix 13	Data Protection Protocol

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

Name:		Signature:	
Position:		Date:	

AND

Signed by the authorised representative of THE SUPPLIER

Name:	Elliot Naylor	Signature:	
Position:	Partner Alliance DTL	Date:	

Appendix 1

Authority Specification

Quantity	Description
	<u>28th June 2025 – 31st December 2029</u>
	Software Licence Charges
1	Year One (28th June 2025 – 27th June 2026) – £24.97 Monthly User Charge for 2187 Officers
1	Year Two (28th June 2026 – 27th June 2027) – £24.97 Monthly User Charge for 2187 Officers
1	Year Three (28th June 2027 – 27th June 2028) – £24.97 Monthly User Charge for 2187 Officers
1	Year Four (28th June 2028 – 27th June 2029) – £24.97 Monthly User Charge for 2187 Officers
1	Year Four (28th June 2028 – 31st December 2029) – £24.97 Monthly User Charge for 2187 Officers
	Hosting Charges
1	Year One (28th June 2025 – 27th June 2026)
1	Year Two (28th June 2026 – 27th June 2027)
1	Year Three (28th June 2027 – 27th June 2028)
1	Year Four (28th June 2028 – 27th June 2029)
1	Year Four (28th June 2028 – 31st December 2029)
	Professional Service Budget
1	To be agreed during Contract
1	Motorola Solutions will also contribute £35,000 of free Professional Services to Leicestershire Police to be used in the first 12 months of the new contract.
	Additional Quote Information
1	All values are subject to annual indexation at the relevant anniversary rate, applicable from the start of Year Two of the new contract.

REDACTED

Appendix 2

Contract Price

REDACTED

Appendix 3

Change Control Process

THIS AGREEMENT is made effective as of **[Insert Date]** between Softcat plc, a company registered in England and Wales with registered number 02174990, whose registered address is Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, United Kingdom SL7 1LW ("**Softcat**") and Leicestershire Constabulary registered in England and Wales, whose registered address is **[Insert Address]** ("**Customer**").

1. Purpose

- a. Softcat and Customer (together the "**Parties**") have entered into an agreement under which Softcat will supply certain technology products and services to Customer. This agreement is based on Health Trust Europe Comit3 ("**Terms**") Signed on **[Insert Date]**.
- b. The Parties wish to vary the Terms with the amendments set out in clause 3 below.
- c. In this variation agreement, expressions defined in the Terms and used in this variation agreement have the meaning set out in the Terms. In the event of any discrepancy between the provisions of this variation agreement and the Terms, this variation agreement shall take precedence.

2. Consideration

In consideration of the mutual promises set out in this variation agreement, the Parties agree to amend the Terms as set out below.

3. Variation

With effect from the date of this variation agreement, the Parties agree the following amendments to the Terms:

a.	Clause [NUMBER] deleted:	The entire text of Clause [NUMBER] is deleted and replaced with the words "Not used".
b.	Clause [NUMBER] added:	This clause is inserted into the agreement: [NEW CLAUSE].

c.	Clause [NUMBER] amended:	This clause is amended to read as follows: [AMENDED CLAUSE IN FULL].
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Except as set out in this clause 3, the Terms shall continue in full force and effect.

By signing this variation agreement, each Party confirms that they have read and understood the information set out above and agrees to be bound by its terms.

This request is made on behalf of Softcat, by:		Accepted on behalf of Customer, by:	
Signature:		Signature:	
Name:		Name:	
Job Title:		Job Title:	
E-mail:		E-mail:	
Date:		Date:	

Appendix 4

Software and End-User Licence Agreement (EULA)

Schedule 5 – Motorola Solutions Software End User License Agreement

This Schedule 5 (End User Software License Agreement) is to be provided to the end user Client pursuant to Clause 4.1.2(i) of the Agreement. If, as part of the Goods and/or Services, the end user Client uses Motorola Solutions hosted servers, Annex A (Software as a Service (“**SaaS**”) Terms) shall also apply.

END USER SOFTWARE LICENSE AGREEMENT

This End User Motorola Solutions Software License Agreement (“**Agreement**”) is between Motorola Solutions UK Limited (“**Motorola Solutions**”) and you, the end user client (“**End User Client**”) to whom the Solution and/or Designated Products and certain third party proprietary software is made available to. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to the End User Client, and the End User Client’s use of the Software and Documentation. If, as part of the Solution and/or Designated Products, the End User Client uses Motorola Solutions hosted servers, Annex A (Software as a Service (“**SaaS**”) Terms) shall apply.

Section 1 DEFINITIONS

- 1.1 “**Confidential Information**” means this Agreement, all Motorola Solutions Software, data, drawings, benchmark tests, specifications, trade secrets, object code and source code of the Software, and any other proprietary information supplied to the End User Client, including, but not limited to, all information marked as confidential or proprietary or with a similar legend or which is clearly intended to be treated as confidential whether disclosed, directly or indirectly, in writing, verbally or by any other means provided that, if disclosure is oral, the information will be reduced to writing within thirty (30) days of the date of disclosure.
- 1.2 “**Designated Products**” means the Motorola Solutions products provided to the End User Client with which or for which the Software and Documentation is licensed for use.
- 1.3 “**Documentation**” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.4 “**License Subscription Start Date**” means the date indicated on the Statement of Work entered into between Motorola Solutions and the third party providing the End User Client with the Solution.
- 1.5 “**Open Source Software**” means software with either freely obtainable source code, license for modification, or permission for free distribution.

- 1.6 **"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.
- 1.7 **"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.8 **"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassembles, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.
- 1.9 **"Solution"** means collectively, the Software, servers and any other hardware or equipment operated by Motorola Solutions and used to provide the Solution.

Section 2 GRANT OF LICENSE

- 2.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions and its licensors grant to the End User Client a personal, limited, non-transferable (except as permitted in Section 6) and non-exclusive license under Motorola Solutions and its licensors' copyrights and Confidential Information embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with the End User Client's use of the Designated Products or in receipt of the services Motorola Solutions provides through the Solution. This Agreement does not grant any rights to source code.
- 2.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing the End User Client's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by the End User Client, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 3 LIMITATIONS ON USE

- 3.1 The End User Client may use the Software only for the End User Client's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited and will be deemed a breach of this Agreement. Without limiting the general nature of these restrictions, the End User Client will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 3.2 The End User Client will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions or its licensors' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorised by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.
- 3.3 Unless otherwise authorised by Motorola Solutions in writing, the End User Client will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. The End User Client may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning if the End User Client provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued

when the original Designated Product is returned to operation and the Software must be removed from the other device. The End User Client must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

- 3.4 The End User Client will maintain, during the term of this Agreement and for a period of two (2) years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("**Auditor**") may inspect the End User Client's premises, books and records, upon reasonable prior notice to the End User Client, during the End User Client's normal business hours and subject to the End User Client's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying the End User Client's compliance with the terms of this Agreement.

Section 4 OWNERSHIP AND TITLE

- 4.1 Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions processes or, provision of information services). No rights are granted to the End User Client under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to the End User Client in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions or its licensors in connection with providing the Software, Designated Products, Documentation, Solution, or related services, remains vested exclusively in Motorola Solutions, and the End User Client will not have any shared development or other intellectual property rights.

Section 5 LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 5.1 Unless otherwise stated in the Documentation, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions shipment of the Software (the "**Warranty Period**"). If the End User Client is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that the End User Client's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet the End User Client's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to the End User Client for third party software provided by Motorola Solutions.
- 5.2 Motorola Solutions total liability and the End User Client's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to the End User Client substitute Software which will accomplish the same objective, or terminate the license and refund the End User Client's paid license fee.
- 5.3 The express warranties set forth in this Section 5 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by the End User Client (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than the End User Client with respect to

- the Software or Documentation, any subsequent transferees pursuant to Section 6 (Transfers) must accept the software “as is” and with no warranties of any kind.
- 5.4 In no event will Motorola Solutions be liable for special, incidental or consequential damages, including, but not limited to, loss of use, time or data, inconvenience, commercial loss, lost profits, or savings, to the full extent such may be disclaimed by law, even if advised of the possibility of such damages. The limitations in this paragraph will apply notwithstanding any failure of essential purpose of any limited remedy.

Section 6 TRANSFERS

- 6.1 The End User Client will not transfer the Software or Documentation to any third party without Motorola Solutions prior written consent. Motorola Solutions consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

Section 7 TERM AND TERMINATION

- 7.1 Any use of the Software, including but not limited to use of the Products, will constitute the End User Client's agreement to this Agreement. The End User Client's right to use the Software will commence on the License Subscription Start Date continue for the term with which or for which the Software and Documentation have been provided to the End User Client, unless the End User Client breaches this Agreement, in which case this Agreement and the End User Client's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions. In addition, if Motorola Solutions reasonably believes that the End User Client intends to breach this Agreement Motorola Solutions may, by notice to the End User Client, terminate the End User Client's right to use the Software.
- 7.2 Within thirty (30) days after termination of this Agreement, the End User Client must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by the End User Client and are no longer in use by the End User Client.
- 7.3 The End User Client acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that the End User Client's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If the End User Client breaches this Agreement, Motorola Solutions may terminate this Agreement and shall be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless the End User Client is a sovereign government entity, in which case Motorola Solutions will have the right to repossess all copies of the Software in the End User Client's possession).

Section 8 CONFIDENTIALITY

- 8.1 The End User Client acknowledges that the Software and Documentation contain Motorola Solutions and its licensor's valuable proprietary and Confidential Information and are trade secrets. The End User Client undertakes that it shall not at any time during the term of this Agreement and for a period of three (3) years after its termination or expiry, disclose or use any Confidential Information except as expressly permitted under this Agreement. The End User Client shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed to third parties who are not subject in writing to the confidentiality obligations of this Section.

Section 9 GENERAL

- 9.1 **Copyright Notices.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 9.2 **Compliance with Laws.** The End User Client acknowledges that the Software is subject to the laws and regulations of the United States and the End User Client will comply with all applicable laws and regulations, including export laws and regulations of the United States. The End User Client will not, without the prior authorisation of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

- 9.3 **Assignments and subcontracting.** Motorola Solutions may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of the End User Client. The End User Client may not assign or sublicense any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Motorola Solutions. Any such assignment or sublicense shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 9.4 **Governing Law.** This Agreement is governed by the laws of the England and Wales to the extent that they apply and otherwise by the internal substantive laws of the country to which the Software is shipped if the End User Client is a sovereign governmental entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "**UCITA**") becomes applicable to a party's performance or any licence granted under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 9.5 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Motorola Solutions and the End User Client. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 9.6 **Survival.** Sections 3, 4, 5.3, 6, 7, 9, and 10 survive the termination of this Agreement.
- 9.7 **Security.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 5 of this Agreement.
- 9.8 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- 9.9 **Waiver.** The waiver by either party of any right or remedy or the failure by either party to exercise any right or remedy hereunder shall not operate or be construed as a waiver of any other right or remedy.
- 9.10 **Export Administration.** The End User Client agrees to comply fully with all relevant export laws and regulations of the United States ("**Export Laws**") to assure that neither the Software nor any direct product thereof is (i) exported, directly or indirectly, in violation of Export Laws; or (ii) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 9.11 **Entire Agreement.** This Agreement contains the parties' entire agreement regarding the End User Client's use of the Software and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. The pre-printed terms and conditions found on any End User Client purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorised representative of both parties, except that Motorola Solutions may modify this Agreement as necessary to comply with applicable laws and regulations.

Annex A - Software as a Service ("SaaS") Terms

Motorola Solutions UK Limited ("**Motorola Solutions**") and the End User Client to whom the Subscription Services and the Solution is made available to (the "**End User Client**") enter into these SaaS additional terms ("**Additional Terms**") for the End User Client to access the Subscription Services as further described below.

In these Additional Terms, Motorola Solutions and the End User Client may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. DEFINITIONS

Capitalised terms used in these Additional Terms have the meanings set forth below. Any reference to the purchase or sale of software or other intellectual property shall mean the sale or purchase of a license or sublicense to use such software or intellectual property in accordance with these Additional Terms.

"**Motorola Solutions Data**" means raw data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content to data consumers, including customers or citizens which is made available to the End User Client with the Solution and Subscription Services.

"**Confidential Information**" means all information marked as confidential or proprietary or with a similar legend or which is clearly intended to be treated as confidential whether disclosed to the other Party or the other Party's representatives, directly or indirectly, in writing, verbally or by any other means. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the disclosing Party by submitting a written document to the recipient within thirty (30) days after such disclosure. Information that (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of these Additional Terms), (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party, (c) was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party, or (d) the Parties agree in writing is not confidential or may be disclosed, shall not be considered as Confidential Information.

"**Deliverables**" means all written information (such as reports, analytics, solution data, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for the End User Client in the performance of the Subscription Services and is obligated to provide to the End User Client.

"**Documentation**" means the technical materials provided by Motorola Solutions to the End User Client in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"**Feedback**" means comments or information, in oral or written form, given to Motorola Solutions by the End User Client, in connection with or relating to the Solution and Subscription Services.

"**End User Client Data**" means data provided by Customer to Motorola Solutions hereunder to be processed and used in connection with the Subscription Services. End User Client Data does not include data provided by third parties and passed on to Motorola Solutions.

"**Force Majeure**" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labour disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"**Incorporated Documents**" means the End User Software Licence Agreement between Motorola Solutions and the End User Client.

"**Licensed Product**" means (i) Software, whether hosted or installed at the End User Client's site, (ii) the Documentation; (iii) associated user interfaces; (iv) help resources; and (v) any related technology or other services made available by the Solution.

"**Proprietary Rights**" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola Solutions owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

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

“Subscription Services” means those subscription services to be provided by Motorola Solutions to the End User Client, the nature and scope of which are more fully described in these Additional Terms in the Documentation, or in other Solution materials provided by Motorola Solutions, as applicable.

“Users” means the End User Client's authorised employees or other individuals authorised to utilise the Subscription Services on behalf of the End User Client and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by the End User Client.

2. SCOPE

- 2.1 **Subscription Services.** Motorola Solutions will provide to the End User Client the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola Solutions will allow the End User Client only to use the Solution described in the Documentation. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Additional Terms, the Addendum will govern resolution of the conflict. Motorola Solutions and the End User Client will perform their respective responsibilities as described in these Additional Terms.
- 2.2 **Changes.** The End User Client may request changes to the Subscription Services. If Motorola Solutions agrees to a requested change, the change must be confirmed in writing and signed by authorised representatives of both Parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Subscription Services.
- 2.3 **Non-solicitation.** For a period of twelve (12) months following commencement of the Subscription Services, the End User Client will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

3. TERM

- 3.1 Any use of the Software, including but not limited to the use of the Subscription Services, will constitute the End User Client's agreement to these Additional Terms.
- 3.2 These Additional Terms shall commence on the agreed 'Licence Subscription Start Date' identified on the Statement of Work, or the operational use of the Subscription Services in a live system environment, whichever is the earlier. The End User Client's right to use the Software and Subscription Services will continue for the life of the Licensed Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless the End User Client breaches these Additional Terms, in which case these Additional Terms and the End User Client's right to use the Subscription Services, Software and Documentation may be terminated immediately upon notice by Motorola Solutions. In addition, if Motorola Solutions reasonably believes that the End User Client intends to breach these Additional Terms Motorola Solutions may, by notice to the End User Client, terminate the End User Client's right to use the Subscription Services.

4. BUYER OBLIGATIONS.

- 4.1 The End User Client will fulfil all of its obligations in these Additional Terms, including Incorporated Documents, in a timely and accurate manner. Failure to do so may prevent Motorola Solutions from performing its responsibilities.
- 4.2 To enable Motorola Solutions to perform the Subscription Services, the End User Client will provide to Motorola Solutions reasonable access to relevant the End User Client information, personnel, systems, and office space when Motorola Solutions employees are working on the End User Client's premises, and other general assistance. Further, if any equipment is installed or stored at the End User Client's location in order to provide the Subscription Services, the End User Client will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.
- 4.3 If the Documentation, or any other related documents contain assumptions that affect the Subscription Services or Deliverables, the End User Client will verify that they are accurate and complete. Any information that the End User Client provides to Motorola Solutions concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. The End User Client will make timely decisions and obtain any required management and third party approvals or consents that are

reasonably necessary for Motorola Solutions to perform the Subscription Services and its other duties under the Incorporated Terms and these Additional Terms. Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and the End User Client provided information, decisions and approvals described in this paragraph. Compliance with the foregoing will impact Motorola Solutions ability to provide the Subscription Services and non-compliance may result in termination of these Additional Terms.

4.4 If any portion of the Solution resides on End User Client premises or is under End User Client's control in any way, End User Client shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola Solutions instructions for proper use and care. Risk of loss to any equipment in End User Client's possession will reside with End User Client until removed by Motorola Solutions or its agent or returned by End User Client. End User Client will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.5 The End User Client shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola Solutions instructions for proper use and care and all applicable laws, rules, regulations, licences and authorisations. The End User Client shall ensure that the Subscription Services, Licenced Products and the Solution are not used to transmit illegal materials, in a way that results in the Subscription Services, Licenced Products and Solution being impaired or damaged, or for any unlawful purpose. The End User Client shall fully cooperate with Motorola Solutions in compliance with this clause and enable Motorola Solutions to comply with the same. Breach of this clause shall be considered a material breach and shall entitle Motorola Solutions to terminate these Additional Terms on immediate notice.

4.6 The End User Client will properly enable its Users to use the Subscription Services, including providing instructions for use, labelling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. The End User Client will train its Users on proper operation of the Solution and Licensed Products. The End User Client agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in these Additional Terms prior to allowing Users to access or use Subscription Services.

5. **PAYMENT**

5.1 Motorola Solutions may terminate the Subscription Services for any non-payment of fees, whether such fees are due to Motorola Solutions or to a third party.

5.2 Any services performed by Motorola Solutions outside the scope of these Additional Terms at the direction of the End User Client will be considered to be additional Subscription Services which are subject to additional charges. Any agreement to perform additional Subscription Services will be reflected in a separate written agreement or an amendment to these Additional Terms.

6. **ACCEPTANCE; SCHEDULE; FORCE MAJEURE**

6.1 **Acceptance.** The Licensed Products and Subscription Services will be deemed accepted upon reaching the acceptance point defined in the Statement of Work.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the Statement of Work.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. **LIMITED LICENSE**

7.1 **Licensed Products.** Use of the Licensed Products by the End User Client and its Users is strictly limited to use in connection with the Solution or Subscription Services. The End Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein. The End Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where the End Customer uses the Subscription Services

or Solution. The End Customer agrees to immediately cease using the Subscription Services and Solution if it fails to comply with this paragraph or any other part of these Additional Terms. The End Customer and its Users must comply with the End User Software License Agreement which is incorporated into these Additional Terms.

- 7.2 **Proprietary Rights.** Motorola Solutions or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in these Additional Terms is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Subscription Services to the End User Client remain vested exclusively in Motorola Solutions, and these Additional Terms do not grant to the End User Client any shared development rights of intellectual property.

8. DATA AND FEEDBACK

- 8.1 **Motorola Solutions Data.** Motorola Solutions, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Motorola Solutions Data, including all intellectual property rights therein. Motorola Solutions grants to the End User Client a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy and store the Motorola Solutions Data for its internal business purposes, and (ii) when specifically permitted in writing by Motorola Solutions, publish the Motorola Solutions Data on its websites for viewing by the public.

- 8.2 **End User Client Data.** The End User Client retains ownership of the End User Client Data. The End User Client grants Motorola Solutions and its subcontractors a personal, royalty-free, perpetual, non-exclusive license to access, use, copy, modify, the End User Client Data for the purpose of providing the Subscription Services to the End User Client, other Motorola Solutions customers and end users. In addition to the rights listed above, the End User Client grants Motorola Solutions a license to sell the anonymous version of the End User Client Data for any purpose.

- 8.3 **Feedback.** Any Feedback given by the End User Client is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola Solutions. Motorola Solutions is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to the End User Client. The End User Client acknowledges that Motorola Solutions receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The Parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola Solutions.

9. WARRANTY

- 9.1 **"AS IS".** The Solution and Subscription Services are provided "as is". The End User Client's sole and exclusive remedy for breach of this warranty is re-performance of the Subscription Services. Other than the foregoing, Motorola Solutions disclaims all other warranties, express or implied. The End User Client acknowledges that the Deliverables, if any, may contain recommendations, suggestions or advice from Motorola Solutions to the End User Client (collectively, **"Recommendations"**). Motorola Solutions makes no warranties concerning those Recommendations, and the End User Client alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realised from implementing them.

- 9.2 **Availability and Accuracy.** The End User Client acknowledges that functionality of the Solution and Subscription Services as well as availability and accuracy of the Motorola Solutions Data is dependent on many elements beyond Motorola Solutions control, including databases managed by the End User Client or third parties and the End User Client's existing equipment, software, and other the End User Client Data. Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. The End User Client agrees not to represent to any third party that Motorola Solutions has provided such guarantee.

10. DISCLAIMERS

- 10.1 **Existing Equipment and Software.** If the End User Client's existing equipment and software is critical to operation and use of the Subscription Services, the End User Client is solely responsible for supporting and maintaining the End User Client's existing equipment and software. Connection to or interface with the End User Client's existing equipment and software may be required to receive Subscription Services.

Any failures or deficiencies of the End User Client's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in the End User Client's system may also impact the Solution and associated Subscription Services.

- 10.2 **Misuse.** Motorola Solutions reserves the right to discontinue service at any time without notice to Users that misuse the Subscription Service, jeopardise the Licensed Product or public safety in any way.

11. **LIMITATION OF LIABILITY**

- 11.1 **Liability Limit.** Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under these Additional Terms. Although the Parties acknowledge the possibility of such losses or damages, they agree that Motorola Solutions will not be liable for any commercial loss; inconvenience; loss of use, time, data, goodwill, revenues, profits or savings; or other special, incidental, indirect, or consequential damages in any way related to or arising from this agreement or the performance of the services by Motorola Solutions. This limitation of liability provision survives the expiration or termination of these Additional Terms and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by these Additional Terms may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

- 11.2 **Additional Disclaimers.** Motorola Solutions disclaims any and all liability for any and all loss or costs of any kind associated with (i) the interruption, interference or failure of connectivity, vulnerabilities or security events, whether or not they are discovered by Motorola Solutions; (ii) performance of the End User Client's existing equipment and software or accuracy of the End User Client Data; (iii) if any portion of the Solution or Licensed Product resides on the End User Client's premises, disruptions of and/or damage to the End User Client's or a third party's information systems, equipment, and the information and data, including, but not limited to, denial of access to a legitimate system user, automatic shutdown of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the service; (iv) implementation of recommendations provided in connection with the Subscription Services.

- 11.3 The parties acknowledge that these Additional Terms have been entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

12. **DEFAULT AND TERMINATION**

- 12.1 Motorola Solutions may terminate these Additional Terms at its convenience with thirty (30) days prior written notice. Motorola Solutions may terminate these Additional Terms on immediate notice if the End User Client is in breach of its terms.
- 12.2 If the Subscription Services are provided to the End User Client through a third party Motorola Solutions may terminate these Additional Terms on immediate notice of termination of the agreement between the End User Client and such third party for the supply of the Subscription Services as well as on immediate notice of termination of the agreement between Motorola Solutions and such third party.

13. **CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

13.1 **CONFIDENTIAL INFORMATION.**

- 13.1.1 **Treatment of Confidential Information.** The Parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola Solutions Confidential Information. Each Party will: (i) maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorised by the disclosing Party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and (iv) use the Confidential Information only in furtherance of the performance of the these Additional Terms.

- 13.1.2 **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information.

13.2 **PRESERVATION OF PROPRIETARY RIGHTS.**

13.2.1 **Proprietary Solution.** The End User Client acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing the Subscription Services are proprietary to Motorola Solutions or its third party licensors and contain valuable trade secrets. In accordance with these Additional Terms, the End User Client and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

13.2.2 **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist at the date of the commencement of the Subscription Services. Motorola Solutions owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Subscription Services to the End User Client, and these Additional Terms do not grant to the End User Client any shared development rights. At Motorola Solutions request and expense, the End User Client will execute all papers and provide reasonable assistance to Motorola Solutions to enable Motorola Solutions to establish the Proprietary Rights. Unless otherwise explicitly stated herein, these Additional Terms do not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

13.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola Solutions, its vendors and licensors, the End User Client acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola Solutions for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in these Additional Terms to the contrary, Motorola Solutions reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of this Section, infringement, misappropriation or violation of Motorola Solutions property rights, or the unauthorised use of Motorola Solutions Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in these Additional Terms, the Parties' rights and remedies under these Additional Terms are cumulative.

14. **GENERAL**

14.1 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Subscription Services.

14.2 **Audit.** Motorola Solutions reserves the right to monitor and audit use of the Subscription Services. The End User Client will cooperate and will require Users to cooperate with such monitoring or audit.

14.3 **Assignability.** Neither Party may assign these Additional Terms without the prior written consent of the other Party (which will not be unreasonably withheld or delayed), except that Motorola Solutions may assign these Additional Term to any of its affiliates.

14.4 **Subcontracting.** Motorola Solutions may subcontract any portion of the Subscription Services without the prior written consent of the End User Client.

14.5 **Waiver.** Failure or delay by either Party to exercise a right or remedy will not be a waiver of the right or remedy. For a waiver of a right or remedy to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or remedy will not be construed as either a future or continuing waiver of that same right or remedy, or the waiver of any other right or remedy.

14.6 **Severability.** If a court of competent jurisdiction renders any part of these Additional Terms invalid or otherwise unenforceable, that part will be severed and the remainder of these Additional Terms will continue in full force and effect.

14.7 **Independent Contractors.** Each Party will perform its duties under these Additional Terms as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in these Additional Terms will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. These Additional Terms will not constitute, create, or be interpreted as a joint venture, partnership or formal business organisation of any kind.

14.8 **Headings.** The section headings in these Additional Terms are inserted only for convenience and are not to be construed as part of these Additional Terms or as a limitation of the scope of the particular section to which the heading refers. These Additional Terms will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9 **Governing Law.** These Additional Terms and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of England and Wales.

14.10 **Notices.** Notices required under these Additional Terms to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail,

return receipt requested and postage prepaid (or by a recognised courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

- 14.11 **Return of Equipment.** Upon termination of these Additional Terms for any reason, the End User Client shall return to Motorola Solutions all equipment delivered to the End User Client, if any.
- 14.12 **Survival of Terms.** The following provisions survives the expiration or termination of these Additional Terms for any reason: if any payment obligations exist, Section 5 (Payment); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Confidential Information and Proprietary Rights); and all General provisions in Section 14.
- 14.13 **Entire Agreement.** These Additional Terms constitute the entire agreement between the Parties regarding the subject matter of these Additional Terms and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. These Additional Terms may be amended or modified only by a written instrument signed by authorised representatives of both Parties. The pre-printed terms and conditions found on any the End User Client purchase order, acknowledgment or other form will not be considered an amendment or modification of these Additional Terms, even if a representative of each Party signs that document.

EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Client ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the Agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola or a Motorola affiliate; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts

to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found)

Section 4

LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products,

Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products

and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 NOT USED

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of England & Wales to the extent that they apply.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject

matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EQUIPMENT PURCHASE ADDENDUM/SOW ADDITIONAL TERMS (EQUIPMENT PURCHASE)

This Addendum forms part of the SOW Additional Terms

To the extent there is a conflict between the terms and conditions of these SOW Additional Terms (Equipment Purchase) and the terms and conditions of Softcat Purchase Order terms/equivalent, or these SOW Additional Terms (Equipment Purchase) takes precedence.

1. Exhibits

See SOW Additional Terms

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1 “Affiliated Company” means any company that is part of the Motorola Solutions, Inc group of Companies.

2.2. “Product Price” means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. “Effective Date” means that date upon which the last Party executes Agreement.

2.3. “Equipment” means the equipment listed in the Equipment List or Scope of Services Exhibit that Softcat purchases from Motorola pursuant to these SOW Additional Terms (Equipment Purchase).

2.4 “Client” means the original Client of the Products for operational purposes.

2.5 “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or an Affiliated Company, or the Motorola Software directly infringes a United Kingdom patent or copyright.

2.6. “Motorola Software” means Software that Motorola or its Affiliated Company owns.

2.7. “Non-Motorola Software” means Software that another party owns.

2.8. “Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

2.9 “Primary Agreement” means the SOW Additional Terms.

2.10. “Products” mean the Equipment and embedded Software sold by Motorola under these SOW Additional Terms (Equipment Purchase).

2.11. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under these SOW Additional Terms (Equipment Purchase) and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. “Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

2.13 “Software License Agreement” means the license granted to Client in accordance with Exhibit A of the SOW Additional Terms.

2.14. “Specifications” means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

2.15 “Technical or Implementation Documentation” mean the Exhibits referred to in the SOW Additional terms.

2.16 “Warranty Period” means one (5) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Client.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with these SOW Additional Terms (Equipment Purchase).

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of these SOW Additional Terms (Equipment Purchase). Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. See SOW

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of these SOW Additional Terms (Equipment Purchase), Softcat may order additional Equipment or Software if it is then available. Each order must refer to these SOW Additional Terms (Equipment Purchase) and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of these SOW Additional Terms (Equipment Purchase) (except for pricing, delivery, and payment terms which are contained within the order, once agreed by Motorola) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Softcat an invoice as the additional Equipment is shipped or Software is licensed.

3.5. MAINTENANCE SERVICE. These SOW Additional Terms (Equipment Purchase) does not cover maintenance or support of the Products except as provided under the warranty. If Client wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Client or any applicable user solely in accordance with the Software License Agreement. Client hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement and to procure the same by any applicable user before the use of any Products for operational purposes.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Client in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Client, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under these SOW Additional Terms (Equipment Purchase); and if so, identify the Open Source Software and provide to Client a copy of the applicable standard license (or specify where that license may be found); and provide to Client a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 SUBSTITUTIONS. At no additional cost to Softcat, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Client. Any substitution will be reflected in a change order.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Client unless the Technical and Implementation Documents provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Client's use of the Products for operational purposes will constitute acceptance.

4.2 If these SOW Additional Terms (Equipment Purchase) includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. PRODUCT PRICE. The Product Price is set forth in the SOW Additional Terms and is due and payable upon Acceptance.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Softcat for Products and for installation or related services when they are performed. Softcat will make payments to Motorola within thirty (30) days after the date of each invoice.

5.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Softcat upon shipment. Title to Software will not pass to Softcat or Client at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Client will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Client's sites, Client will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Technical and Implementation Documents states to the contrary, Client will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE CLIENT, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE CLIENT OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Client's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Client's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. WARRANTY CLAIMS. To assert a warranty claim, Client must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Client) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Softcat for responding to the claim on a time and materials basis using Motorola's then current labour rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. ORIGINAL CLIENT IS COVERED. These express limited warranties are extended by Motorola to the Client purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THESE SOW ADDITIONAL TERMS (EQUIPMENT PURCHASE) AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8 INDEMNIFICATION

8.1. NOT USED

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Client to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or an Affiliated Company, or the Motorola Software ("Motorola Product") directly infringes a United Kingdom patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Client promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Client providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Client by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Client the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Client a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached

to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Client's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of these SOW Additional Terms (Equipment Purchase); or (f) the failure by Client to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Client extend in any way to royalties payable on a per use basis or the Client's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Client from sales or license of the infringing Motorola Product.

8.2.4. This Section 8 provides Client's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Client or Softcat has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of these SOW Additional Terms (Equipment Purchase) or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 9.

Section 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, 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 FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THESE SOW ADDITIONAL TERMS (EQUIPMENT PURCHASE), THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THESE SOW ADDITIONAL TERMS. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by these SOW Additional Terms (Equipment Purchase) may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Softcat except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Softcat and Softcat will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Softcat will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 MISCELLANEOUS. These SOW Additional Terms (Equipment Purchase) may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of these SOW Additional Terms (Equipment Purchase) shall be treated as and shall have the same effect as an original signed copy of this document.

10.3 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into these SOW Additional Terms (Equipment Purchase) and to perform its duties under these SOW Additional Terms (Equipment Purchase); the person executing these SOW Additional Terms (Equipment Purchase) on its behalf has the authority to do so; upon execution and delivery of these SOW Additional Terms (Equipment

Purchase) by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of these SOW Additional Terms (Equipment Purchase) does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

EXHIBIT C

PERSONAL DATA

1. RELATIONSHIP OF THE PARTIES

The Client is the Controller, and has appointed Softcat as a processor. Softcat appoints Motorola as a sub-processor to process the personal data that is the subject of these SOW Additional Terms (the "**Data**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

2. [PROHIBITED DATA]

Softcat shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to Motorola for processing.

3. PURPOSE LIMITATION

Motorola shall process the Data as a sub-processor as documented in and necessary to perform its obligations under these SOW Additional Terms (the "**Permitted Purpose**"), except where otherwise required by any European Union (or any European Union Member State) law applicable to Softcat and in which case Motorola shall inform Softcat prior to such sub-processing unless Motorola is prohibited by law from doing so. Motorola shall inform Softcat if in its opinion an instruction of the End-User infringes Applicable Data Protection Law.

4. INTERNATIONAL TRANSFERS

Motorola shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorisation in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

5. CONFIDENTIALITY OF PROCESSING

Motorola shall ensure that any person that it authorises to process the Data (including Motorola's staff, agents and subcontractors) (an "**Authorised Person**") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality.

6. SECURITY

Motorola shall implement appropriate technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**").

7. SECURITY INCIDENTS

Upon becoming aware of a confirmed Security Incident, Motorola shall inform Softcat & Client without undue delay and shall provide all such timely information and cooperation as Client may require in order for the Client to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. Motorola shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Softcat & Client updated on all material developments in connection with the Security Incident.

9. SUB-PROCESSING

Motorola shall not subcontract any processing of the Data to a third party subcontractor ("**Sub-processor**") without the prior written consent of the Client. Softcat & Client hereby consent to Motorola engaging third party Sub-processors to process the Data provided that: (i) Motorola provides at least 5 days' prior notice of the addition or removal of any Sub-processor (including details of the processing it performs or will perform), which may be given by posting details of such addition or removal at the following URL: *[insert URL if applicable]*; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this Clause; and (iii) Motorola remains fully liable for any breach of this Clause that is caused by an act, error or omission of its Sub-processor. The Client may object to Motorola's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either not appoint or replace the sub-processor or, if this is not possible, Softcat may suspend or terminate these SOW Additional Terms (without prejudice to any fees incurred by the Softcat prior to suspension or termination).

10.COOPERATION AND DATA SUBJECT RIGHTS

Motorola shall provide reasonable and timely assistance (including by appropriate technical and organisational measures) to Softcat and Client at Softcat's expense (to enable Softcat & Client to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Motorola, Motorola shall promptly inform Softcat & Client providing full details of the same.

11.DATA PROTECTION IMPACT ASSESSMENTS

If Motorola believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall promptly inform Softcat & Client and provide the Client with all such reasonable and timely assistance as the Client may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

12.DELETION OR RETURN OF DATA

Upon termination or expiry of these SOW Additional Terms, Motorola shall (at the Client's election) destroy or return to the Client all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Motorola is required by any European Union (or any European Union Member State) law to retain some or all of the Data.

13.AUDIT

Softcat & Client acknowledge that Motorola is regularly audited against ISO 27001 standards by independent third party auditors. Upon request, Motorola shall supply a summary copy of its audit report(s) to Softcat & Client, which reports shall be subject to the confidentiality provisions of these SOW Additional Terms. Motorola shall also respond to any written audit questions submitted to it by Softcat or Client, provided that Softcat & Client shall not exercise this right more than once per year.

Appendix 5
Subcontractors

Annex A
List of Sub-Contractors

In exercise of its right under Clause 28.1 of Schedule 2 (General Terms and Conditions of these Call-off Contract), the Participating Authority hereby authorises the appointment by the Supplier of the following Sub-Contractors for the purpose of this Contract:

Sub-contractor Name	The percentage (%) of work being delivered by the Sub-contractor	Key contract deliverables
Motorola Solutions	100%	As detailed in Appendix 1

Appendix 13

DATA PROTECTION PROTOCOL

Table A – Processing, Personal Data and Data Subjects

This Table A shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Table A shall be with the Authority at its absolute discretion.

Table A – Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the Processing	<p>Provision of a mobile policing solution developed by MOTOROLA Solutions called PRONTO, which is a middleware application designed to streamline and modernise law enforcement workflows. 'The Client' enables officers to interface with numerous Police back-end systems to perform critical tasks directly from mobile devices such as smartphones and laptops.</p> <p>The Pronto Hub Manager is a browser-accessible tool that allows police forces to view, manage, and audit all data captured through the Pronto system. This includes incident reports, forms, and other operational data.</p>
Duration of the Processing	Any processing will commence from the commencement date of the contract and will continue until the expiry of the last call-off contract.
Nature and purposes of the Processing	<p>The personal data stored within the Pronto application, which is hosted within the Motorola data centre, relates to information that supports the Common Law 'Policing Purpose' and the Police Act 1996 applicable to Leicestershire Police. The Pronto application will process Police operational and personal data held within crime and intelligence reports, witness statements, stop and search forms, and risk reports etc.</p> <p>The Motorola Solutions Pronto infrastructure provides secure access to the Pronto and E-Notebook application (the replacement for Police Officers paper notebook). Users are authenticated against the Leicestershire Police Active Directory. Once a user gains access, Pronto will enable the Police officer / Police staff the ability to run queries against the PNC, Leicestershire Police Command and Control system, Niche, National Fingerprint Data, Electoral Register, and other operational systems. There is</p>

	<p>also access to Motorola's Mobile Reference Guide, which is a bespoke application returning information from the Police Visual Handbook (PVH) and the Police National Legal Database (PNLD) procedures.</p> <p>Pronto also enables Leicestershire Police Officers and Police Staff to access, add and update information to the crime recording system (Niche), add statements and risk assessments etc, (all of which will contain personal data), via a handheld device (e.g. Mobile phone) or laptop.</p> <p>Any such documentation images sent to and from the Pronto application / Pronto hub, will be stored within Motorola Solutions Data Centre situated within the UK.</p> <p>Motorola solutions will also hold / store logs of all requests and responses made through the application, allowing for detailed audits of the applications use and the use of the external data resources (e.g. access to PNC).</p> <p>These logs which are required under the UK GDPR Articles 30 and 32 and DPA 2018 Section 62 will contain details of the user, i.e. name, collar number and the identification of the device used.</p> <p>There is no requirement for MOTOROLA solutions to access, view, or process any of Leicestershire Police data/personal data that is stored or processed within the Pronto Motorola solution server, or the back-office systems that are accessed through the Pronto application.</p>
Type of Personal Data	<p>Types of personal data being processed within the Motorola Solutions data centre that directly or indirectly identifies an individual.</p> <p>Names</p> <p>Addresses</p> <p>Age / Date of birth</p> <p>Identification numbers (e.g. collar numbers, driving licence numbers etc.)</p> <p>Physical identifiers(e.g.) scars / tattoos, pictures etc.)</p> <p>Marital status / relationships</p> <p>Biometric (e.g. fingerprints) and Genetic data (DNA)</p> <p>Criminal Records and Prosecutions</p> <p>Economic and Financial</p> <p>Health and Medical data</p> <p>Nationality and Citizenship</p> <p>Opinion</p> <p>Personal Preference and Interest</p> <p>Racial or Ethnic Origin</p> <p>Religious or Philosophical Beliefs</p>

	<p>Trade Union membership Sexual Orientation Habits behaviours and Activities Online Access, Authentication Credentials, Connection and Network Connectivity Data Online and Technology Identifiers Environment / Location data of the data subject</p> <p>Any other relevant types of personal data set out in paragraph 1.2 and 1.3 of Motorola Solutions data processing protocol for Pronto.</p>
Categories of Data Subject	<p>Police officers, police staff, contractors, volunteers, casual workers, business and local government partner and their employees, health and medical employees, victims, witnesses, suspects/offenders.</p> <p>Any other relevant categories of data subjects set out in paragraph 1.1 of Motorola Solutions data processing protocol for Pronto.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The database for the Pronto solution is hosted at the Motorola data centre for the duration of the contract term. At the Controllers discretion and/ or at such time the Leicestershire Police opts not to renew the Pronto services, Motorola solutions will return all data provided by the Leicestershire Police to the Force and delete / destroy all copies in line with this Service Contract and relevant industry standards and guidance.</p>