

Data License Addendum¹

This Data License Addendum (this “**DLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”), and shall be subject to, and governed by, the terms of the Master Customer Agreement OR Subscription Software Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Master Agreement**”). Capitalized terms used in this DLA, but not defined herein, will have the meanings set forth in the Master Agreement.

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

1. **Addendum.** This DLA governs Customer’s license of Licensed Data from Motorola, and shall form part of the Parties’ Agreement. “**Licensed Data**” means Motorola Data, Third-Party Data, or a combination of Motorola Data and Third-Party Data ordered by Customer under this DLA, as set forth in an Ordering Document.

2. **Delivery of Licensed Data.**

2.1. **Delivery.** Following commencement of the applicable Data License Term (as defined in an Ordering Document), Motorola will provide to Customer the Licensed Data via an electronic means of delivery offered by Motorola (such as a data file or access via a subscription-based Product or online portal) (“**Delivery Method**”). If the Delivery Method is a Motorola Product (such as a subscription-based Product), then additional Addenda may apply to Customer’s use of such Product.

2.2. **Modifications.** In addition to other rights to modify the Products and Services set forth elsewhere in the Agreement, Motorola (or its third-party data providers) may modify the Licensed Data and Delivery Methods at any time. Enhancements or additions to Licensed Data or Delivery Methods may be subject to additional Fees.

3. **Licensed Data Use and Restrictions.** As between Motorola and Customer, Motorola is the owner of all Licensed Data. Subject to Customer’s and its End Users’ (as defined in the Ordering Document, if applicable) compliance with the Agreement (including payment terms), Customer is permitted to (a) access the applicable Delivery Method for purposes of accessing the Licensed Data in accordance with this DLA and the Ordering Document, and (b) Customer may use Licensed Data solely in accordance with the License Scope specified in the applicable Ordering Document. Unless expressly permitted in the applicable Ordering Document, use of

¹For any DRN data licenses, the DRN version of this document applies

Licensed Data is subject to the restrictions set forth in the Master Agreement, and any other restrictions set forth in the Agreement or as required by a third-party data provider. If a third-party data provider and Customer enter into a separate agreement governing use of certain Third-Party Data, then such separate agreement will control over this DLA in the event of a conflict, solely with respect to such Third-Party Data.

4. **Display of Licensed Data.** This **Section 4** will apply only if Customer is permitted to display Licensed Data, as indicated by the Parties' selection of "**Internal Use and Display**" or "**Other Use**" in the applicable Ordering Document.

4.1. Customer Applications. If permitted in the applicable Ordering Document, Customer may display Licensed Data to End Users within a Customer Application (as defined in such Ordering Document); provided that such Customer Applications have been reviewed (including for look and feel and manner in which Licensed Data and APIs are displayed) and approved by Motorola, or otherwise are approved by Motorola in the applicable Ordering Document. If any Customer Application has not been approved by Motorola in accordance with the foregoing sentence, then Customer will not display Licensed Data through such Customer Application. Customer is solely responsible for the Customer Applications, including hosting and maintaining the Customer Applications and related equipment, systems, and software (including their compliance with applicable laws); performing all work necessary for integrating the Licensed Data with the Customer Application; and enabling End Users to view the Licensed Data, including providing instructions for use, labeling, support, required notices, and accommodations pursuant to applicable laws. Motorola or any third-party data provider will have the right to suspend delivery of Licensed Data to Customer if Motorola reasonably believes any Customer Application violates applicable laws or infringes on an Motorola or third-party intellectual property or other proprietary right, or violates the terms of this Agreement.

4.2. Customer End Users. If permitted in the applicable Ordering Document, Customer may display Licensed Data to End Users; provided that Customer will ensure all End Users comply with (a) applicable law, and (b) any End User terms and conditions required by Motorola or its third-party data providers to apply to use of the Licensed Data ("**End User Terms**"). If an End User fails to comply with applicable law with respect to use of the Licensed Data or with the End User Terms, Customer will take appropriate enforcement action against the applicable End Users, including by suspending or terminating such End Users' access to the Licensed Data, and Customer will promptly notify Motorola of such violation and cooperate with Motorola to resolve. Motorola will have the right to suspend delivery of any Licensed Data to Customer in the event of a breach of the End User Terms by any End User or an End User's violation of applicable law.

4.3. Attribution. In connection with any permitted display of Licensed Data under this **Section 4**, Customer will (if applicable) display any attributions or marks required by Motorola on or around the applicable Licensed Data, in accordance with Motorola's instructions, and Motorola has the right to review and approve or require changes to Customer's display of such attributions or marks. Any use of Motorola or its third-party data providers' marks must comply with Motorola's or such third-party data providers' brand guidelines, and all uses of such marks (including any goodwill associated therewith) will inure to the benefit of Motorola and its third-party data providers.

5. **Term.**

5.1. **Term.** The term of this DLA (the “**DLA Term**”) will commence upon either (a) the Effective Date of the Master Agreement (if this DLA is attached to the Master Agreement as of such Effective Date) or (b) the DLA Date set forth on the signature page below (if this DLA is executed after the Master Agreement Effective Date), and will continue until the expiration or termination of all Data License Terms (as set forth in the applicable Ordering Documents) under this DLA, unless this DLA or the Agreement is earlier terminated in accordance with the terms of the Agreement. In addition to Motorola’s other termination rights under the Agreement, Motorola has the right to terminate the license to any Licensed Data in the event Licensed Data includes Third Party Data and Motorola’s license to such data is terminated or modified by the applicable third-party data provider, or if a third-party data provider fails to provide Third Party Data to Motorola, and Motorola may reduce the scope of the applicable Ordering Document accordingly.

5.2. **Effect of Termination.** Upon termination or expiration of this DLA, or an Ordering Document, Customer’s rights to the applicable Licensed Data (including any rights to use Motorola or third-party data provider marks or other brand features in accordance with **Section 4.3**) will terminate, and in accordance with the Master Agreement, Customer and all End Users will immediately discontinue use of such Licensed Data and marks and other brand features, delete all copies thereof, and certify such deletion to Motorola.

6. **Payment.** Customer will pay the License Fee set forth in each Ordering Document for the applicable Licensed Data described therein. Motorola will have the right to suspend access to License Data if Customer fails to make any payments when due.

7. **License True-Up.** Motorola will have the right to conduct an audit of Customer’s use of the Licensed Data during the applicable Data License Term (as set forth in the applicable Ordering Document), and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Licensed Data during the applicable Data License Term does not comply with the terms of the Agreement, including this DLA, Motorola may invoice Customer for the additional or nonconforming usage by Customer, and Customer will pay such invoice in accordance with the payment terms in the Master Agreement.

8. **Security and Confidentiality.** Unless expressly permitted in an Addendum or Ordering Document, Customer will not disclose Licensed Data to third parties, and in all cases, Customer will use best efforts, including by implementing industry standard security measures, to protect and secure Licensed Data and guard against unauthorized disclosure and use.

9. **Indemnification.** In addition to the indemnities set forth in the Master Agreement, Customer will defend, indemnify, and hold Motorola and its subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) the Customer Applications (including any content or information contained in or available through such Customer Applications); (b) any use of the Licensed Data (including by End Users); (c) any materials, reports, analytics, or other information or materials developed by or on behalf of Customer or its End Users using or in connection any Licensed Data provided hereunder; and (d) any breach by Customer of any representations, warranties, or commitments made by Customer to third parties, including End Users.

10. **Disclaimer.** IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MASTER AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA IS NOT RESPONSIBLE FOR (AND WARRANTIES AND INDEMNITIES DO NOT APPLY TO) THE LICENSED DATA, AND CUSTOMER AGREES THAT THE LICENSED DATA IS PROVIDED AS-IS AND WITHOUT WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE LICENSED DATA TO ENSURE THAT THEY ARE SUITABLE FOR THE CUSTOMER APPLICATION OR CUSTOMER'S OTHER NEEDS AND THAT THE LICENSED DATA IS SUITABLE AND SAFE FOR END USERS AND OTHER THIRD PARTIES. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT AVAILABILITY OF THE LICENSOR CONTENT SHALL BE UNINTERRUPTED, ACCURATE, COMPLETE, OR ERROR-FREE.

11. **Survival.** The following provisions will survive the expiration or termination of this DLA for any reason: **Section 4.2** (End Users); **Section 5** (Term); **Section 6** (Payment); **Section 7** (Audit; Review); **Section 8** (Security Confidentiality); **Section 9** (Indemnification); **Section 10** (Disclaimer); **Section 11** (Survival).

Data Ordering Document No. []²

This Ordering Document is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”), and shall be subject to, and governed by, the terms of the Data License Addendum entered into between the Parties, effective as of [] (the “**DLA**”) and the Agreement. Capitalized terms used in this Order Form, will have the meanings set forth in the DLA and elsewhere in the Agreement.

1. **Licensed Data:** [Motorola Business to include a description of the Licensed Data to be provided to Customer under this Ordering Document. If there will be any Third-Party Data included in the Licensed Data, please consult Legal to ensure the appropriate documentation is in place, and to determine if there are any restrictions or obligations required by third-party data providers that should be included.]

2. **License Term:** [Motorola Business to add the License Term for each Licensed Data set (commencement date and end date).]

3. **License Territory:** [Include any parameters regarding the territories in which the Licensed Data may be used, if applicable (e.g., United States only).]

4. **License Scope:** Customer is permitted to use the Licensed Data solely as indicated by the “X” below: [Motorola Business to select the appropriate scope of use. Note that if the use will fall into the third, “Other Use” category, then please consult Legal to help define the appropriate license scope for the Licensed Data in an attachment.]

- Internal Use** – For Customer’s internal business purposes, including internal analysis, but Customer shall not disclose such data, including any derivatives thereof, to any third parties.
- Display and Internal Use** – For (a) Customer’s internal business purposes, including internal analysis, and (b) display of the Licensed Data to End Users through Customer’s website or other Customer web application (“**Customer Application**”). “**End Users**” are users or recipients of Customer’s Application(s).
- Other Use** – For other purposes (such as joint distribution partnership, white label arrangement, use of an Motorola API, etc.), which are specifically defined in an Attachment to this Ordering Document, and subject to additional terms set forth therein.

5. **Refresh or Delivery Schedule:** [If applicable, include details of how frequently Licensed Data is delivered or refreshed during the License Term.]

6. **License Fee:** [Add Fees for the Licensed Data.]

² **NTD:** This template Data Ordering Document should be completed by Motorola before sharing with Customer. Please remove all internal notes before sharing.

The Parties hereby enter into this Ordering Document as of [REDACTED].

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____