

Consumer Radio Reseller Program Participation Agreement

This Agreement is made as of the ____ day of _____, 2014 ("Agreement Date") by and between Motorola Solutions, Inc. (MSI), a Delaware Corporation, having an office at 1301 East Algonquin Road, Schaumburg, Illinois 60196 ("MSI") and _____, a _____ corporation, having an office at _____ ("Authorized Reseller" or "Company").

Motorola Solutions, Inc. and Authorized Reseller agree as follows:

I. Qualifications for Participation

1. U.S. Authorized Reseller agrees to buy new MSI products ("Products"), as more fully described in Section II.2 below, for resale only to End Users in the United States in accordance with the terms of the Program. For the purpose of the Program, "End User" shall be defined as the entity that uses or acquires the Products and Services for its own use and not for resale.
2. Canadian Authorized Reseller agrees to buy new MSI products ("Products") for resale only to End Users in Canada in accordance with the terms of the Program. For the purpose of the Program, "End User" shall be defined as the entity that uses or acquires the Products and Services for its own use and not for resale.
3. Program is defined as the Consumer Radio Reseller Program designed specifically for the consumerradio reseller and provides Authorized Reseller with certain marketing and related benefits including access to new products. A copy of the Program will be provided to Authorized Reseller and membership in the Program is contingent upon Authorized Reseller agreeing to the terms and conditions of this Agreement.

II. Attaining and Maintaining Program Participation.

For purposes of the Agreement "Affiliates" shall mean in relation to Authorized Reseller or MSI, any company which is, now or during the term of Authorized Reseller's participation in the Program, a wholly-owned subsidiary of a party or any of its wholly-owned subsidiaries, the parent company of a party, or a wholly-owned subsidiary of the parent company.

1. Product Sales. Except as provided in Section I. 1 above, sales to any party that resells to End Users, including, but not limited to distributors, resellers, business partners, solution providers, agents, brokers, catalog wholesalers or direct marketers, may disqualify Authorized Reseller from the Program.
2. New Equipment. Maintaining authorization in the Program requires that the Authorized Reseller designate their primary Authorized Consumer Radio distributor for procurement of Products. Products are defined as consumer radios and accessories first offered for sale by MSI after January 1, 2015. An Authorized Consumer Radio Distributor means an MSI authorized and approved consumer radio distributor.
3. Application Information. All information contained in the application will be considered Confidential Information (as defined in Section III.4 below) to the Authorized Reseller and shall be protected by MSI and any independent contractor as such in accordance with Section III.4. Authorized Reseller is responsible for updating and maintaining accurate contact and Authorized Reseller information. All such information should be sent by email to consumer radio@motorolasolutions.com. MSI is not responsible for, nor to be held liable for undelivered notices due to changes to the Authorized Reseller contact information that was

not supplied by Authorized Reseller via email to consumerradio@motorolasolutions.com .

4. **Notice of Authorization**. MSI's authorization decision is based on the Program Elements in effect on the date that Authorized Reseller submits a valid application for authorization. Authorized Reseller's initial authorization shall be by written confirmation from MSI. Authorized Reseller's status is subject to review by MSI based on MSI's then current Program Elements. Should Authorized Reseller be notified that its application has been denied, Authorized Reseller may resubmit an application provided six (6) months has elapsed from the date of notice. Applications submitted prior to the six (6) months will not be reviewed by MSI.
5. **Receiving Authorization Benefits**. Authorized Reseller's receipt of the benefits associated with the then-current Program for which Authorized Reseller qualifies, including but not limited to financial incentives, constitutes Authorized Reseller's continuing representation that it is in compliance with all Program Elements. In the event Authorized Reseller receives benefits for which it is not entitled by reason of its failure to maintain a particular authorization, and/or disclosing false or misleading information, MSI reserves the right to revoke Authorized Reseller's authorization in the Program.
6. **Changes to Program Elements**. MSI may change or modify the Program rules, terms and requirements (the "Program Elements") at its sole option and discretion. Notice of any such changes or modifications shall be made through notices via consumerradio@motorolasolutions.com to the Authorized Reseller and/or through postings on MSI's Program web site at www.motorolasolutions.com or an equivalent thereof.
7. **III. Miscellaneous Terms**.
 1. MSI and Authorized Reseller shall conduct business in their own name as independent contractors. Neither party shall represent itself as an employee or agent of the other. Neither party shall assume or create any obligation on behalf of the other or make any representations or warranties for the other party. Nothing in the application or the Agreement constitutes, or shall be deemed to constitute, a partnership, franchise or joint venture between MSI and Authorized Reseller or merges, or shall be deemed to merge, their assets or their fiscal or other liabilities or undertakings.
 2. Authorized Reseller shall not remove, alter or modify the serial or identification numbers, labels, MSI trademarks, or other trademarks identifying MSI from Products or Services. Authorized Reseller shall provide all assistance and cooperation as may be reasonably requested by MSI, including without limitation execution of documents as may be requested by MSI, to protect MSI's trademark rights. MSI does not represent that it will continue to manufacture any particular item or model of products indefinitely or even for any specific period. In fact, MSI specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any products from the market, and/or to cease manufacturing or supporting it.
 3. (a) Nothing in the Agreement shall affect any liability that can not be excluded or limited by law. MSI accepts unlimited liability for death or bodily injury resulting from its negligence. Clauses 3 (b) and 3 (c) do not apply to such liability.
(b) Subject to Clause 3(a) MSI is not liable to the Authorized Reseller, either in contract, tort (including negligence) or otherwise for (i) any loss of profits; (ii) loss of revenues; (iii) loss of business; or (iv) anticipated savings; and/or (v) any destruction or loss of data (in each case, whether direct or indirect); and/or (vi) any indirect, special or consequential loss or damage.

(c) MSI's liability to the Authorized Reseller in agreement, tort (including negligence) or otherwise in relation to the Agreement is limited to the value of Products or the Services (or the fair market value thereof) giving rise to the applicable claim.

(d) Each provision of the Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

4. (a) MSI and Authorized Reseller and their Affiliates may disclose and/or receive Confidential Information of each other in accordance with the Program and the Agreement and therefore each party and its Affiliates shall be considered "Receiving Party" and "Disclosing Party" for the purposes of this Section III.4. The Receiving Party agrees that disclosure and receipt of Confidential Information shall oblige the Receiving Party to use the same degree of care as it takes to protect its own information of like importance (which shall be at least reasonable care) against disclosure of Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing upon discovery of any unauthorized use and/or disclosure of the Confidential Information and shall take all reasonable steps to regain possession of such Confidential Information and to prevent any further unauthorized use, disclosure or other breach of this Section III.4. "Confidential Information" shall mean any confidential or proprietary data or information of either Party, consistent with Program participation by Authorized Reseller, and which is disclosed in any form and on any media by the Disclosing Party to the Receiving Party, designated or marked as "confidential" or "proprietary" at the time of disclosure, or which by its very nature is confidential or proprietary, and shall include, but is not limited to:
- i) application and, registration information and all other information which pertain to the Program Elements and reference materials thereof,
 - ii) Products, Services and their respective discount information and
 - iii) other information designated in writing to be proprietary or confidential.

(b) Proprietary information that is disclosed solely orally must be identified as "confidential" or "proprietary" at the time of disclosure and confirmed by the Disclosing Party submitting a written document to the Receiving Party within thirty (30) days after such disclosure.

(c) The parties further agree that Confidential Information is and shall at all times remain the property of the Disclosing Party. No use of any Confidential Information is permitted except as otherwise expressly provided herein and no grant of any proprietary rights is hereby given or intended, including any license implied or otherwise. The parties' obligations with respect to Confidential Information will survive termination of this Agreement.

(d) The parties also agree that MSI may as part of its marketing and sales efforts disclose in the Program website at www.motorolasolutions.com (or an equivalent thereof) and / or send to other Program participants of the appropriate level, in accordance with the then current Program Elements, the following Confidential Information received from the Authorized Reseller, including:

- (i) Contact details of the Authorized Reseller (i.e. name, address, email, phone number(s))
- (ii) Headquarter Location of the Authorized Reseller;
- (iii) Specific interest specialty of the Authorized Reseller in Products;
- (iv) Vertical business interest specialty of the Authorized Reseller;
- (v) Certification status of the Authorized Reseller in the Program

Additionally MSI may transmit data, including sales information and MSI billing data to any MSI Affiliate for the purposes of exercising its rights or performing its obligations under this Agreement or any other lawful purpose. Authorized Reseller hereby consents to the processing of such data by MSI or by any MSI Affiliate and for such purposes Authorized Reseller consents (per the requirement of applicable Data Protection laws) to the transfer of such data outside the

Territory under and subject to the terms of this Section III.4

For the avoidance of doubt the parties agree that MSI may change at its sole option and discretion the Confidential Information to be shared with other Program participants under this Section III.4(d)(i)-(vii), as the Program Elements change, as set out in Section II.6 herein.

(e) Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any information which:

- i) is or becomes public knowledge through no wrongful act of the Receiving Party; or
- ii) is already known to the Receiving Party without an obligation of confidentiality; or
- iii) is rightfully obtained by the Receiving Party from any third party without similar restriction and without breach of any obligation owed to the Disclosing Party; or
- iv) is independently developed by or for the Receiving Party without the use of any of the Disclosing's Party Confidential Information or any breach of this term; or
- v) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or
- vi) is disclosed pursuant to a lawful requirement or request by a government agency; or
- vii) is approved for release by written authorization of the Disclosing Party.

Confidential

5. Authorized Reseller agrees not to intentionally engage in activity that may diminish MSI's rights or industry standing.
6. MSI has historically depended on product quality and superiority, combined with outstanding support capability, to market its products throughout the world. Its goal is to grow and prosper without succumbing to legally questionable or unethical demands or practices. Authorized Reseller must conduct its business in a legal and ethical manner and the highest commercial standards, and shall not do business with any third party if it knows or suspects the existence of questionable practices by such third party. Authorized Reseller will be willing to certify to the above when required to do so by MSI. Authorized Reseller agrees not to offer, promise or pay anything of value, directly or indirectly, to any government official, political party official, political party or candidate for office in order to secure any undue or improper advantage or benefit in connection with business opportunities involving Products and/or Services and to fully comply with all laws applying to the sale and distribution of the Products and Services, including the U.S. Foreign Corrupt Practices Act and all national and local anti-corruption laws. Failure by Authorized Reseller or any of its directors, officers, employees, and agents to comply in all respects with the provisions of this Section III.6 and with MSI's code of business conduct which shall be made available to Authorized Reseller via www.motorolasolutions.com or any equivalent thereof, may result in immediate termination of Authorized Reseller's participation in the Program without any liability to Authorized Reseller by MSI.
7. Authorized Reseller shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the highest commercial standards. Authorized Reseller shall effect or secure and maintain at its own cost all necessary governmental permits, licenses, approvals and registrations required in connection with the execution or performance under the Agreement and with the importation and resale of Products. The Products and all related technical information that MSI may deliver or disclose to Authorized Reseller are subject to United States export control laws and may be subject to export or import restriction in other countries. Authorized Reseller shall at all times comply with the United States Export Administration Act, as may be amended from time to time, and the rules and regulations of

such act. MSI and its authorized distributors may refuse to deliver Products and Services to Authorized Reseller where Authorized Reseller or its customer are located in a country which the US Government has placed an embargo.

8. Authorized Reseller shall promptly advise MSI of any substantive change or anticipated change to the information supplied in the application unless precluded by law or regulation. Upon notification of such change (or in the event of failure to give notice of such change), MSI may, at its sole option and discretion, discontinue Authorized Reseller's participation in the Program.
9. MSI and its Affiliates have the exclusive worldwide rights to their respective trademarks and trade names. Authorized Reseller is only authorized to use the appropriate mark for which Authorized Reseller qualifies and Authorized Reseller shall only use such mark as prescribed in the then-current release of the MSI or its Affiliates' partner mark usage guidelines.
10. If any provision of this Agreement is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. This Agreement is deemed by the parties to have been entered into in the State of Illinois, U.S.A. and shall be governed by and construed in accordance with the laws of the State of Illinois, U.S.A. other than principles of conflicts of law. MSI and Authorized Reseller will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by MSI and Authorized Reseller within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and each party will share the costs of the mediation equally. By mutual agreement, however, MSI and Authorized Reseller may postpone mediation until the parties have completed some specified but limited discovery about the dispute. The parties may also mutually agree to replace mediation with some other form of non-binding alternate dispute resolution ("ADR"). Any dispute that the parties cannot resolve through negotiation or mediation within two (2) months of the date of the initial demand may then be submitted to a court of competent jurisdiction located in Illinois, U.S.A., for resolution. Both MSI and Authorized Reseller consent to jurisdiction over it by such a court. The use of any ADR procedures will not be construed under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing will prevent either party from resorting to judicial proceedings if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or to others.
11. If legal proceedings are commenced to resolve a dispute arising out of or relating to Authorized Reseller participation in the Program, the prevailing party shall be entitled to recover all of its costs, attorney fees, and expert witness fees, including any costs or attorney fees in connection with any appeals.
12. Where the Parties are required by law to execute the Agreement in the local language or where the Authorized Reseller requires that these Agreement are also executed in a local language, Authorized Reseller and Motorola hereby acknowledge, in the event of any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, that the English language version shall prevail.
13. Participation in the Program supersedes and replaces all prior or contemporaneous agreements, whether written or oral, between MSI or any of its Affiliates and Authorized Reseller with respect to Authorized Reseller's participation in the Program. In the event Authorized Reseller has or in the future enters into an agreement appointing Authorized Reseller as a dealer,

distributor, agent or representative for other products or services of MSI or any Affiliate thereof, such agreement shall be completely severable and independent from this Agreement. Failure to comply with the Agreement as stated herein may result in de-authorization of the Authorized Reseller by MSI in the Program. Notwithstanding the foregoing, MSI may, at its sole option and discretion, discontinue Authorized Reseller's authorized participation in the Program at any time by providing written notice to Authorized Reseller.

14. All notices required to be given under the Agreement shall be in writing and delivered in any of the following ways: By (i) hand, (ii) e-mail, (iii) facsimile (iv) or by international overnight courier to the appropriate party as follows:
- (a) Notices to the Authorized Reseller shall be sent to the address (electronic or otherwise) as stated on Authorized Reseller's application.
 - (b) Notices to MSI shall be sent to consumerradio@motorolasolutions.com or to the address as may be posted in the Program website at www.motorolasolutions.com (or an equivalent thereof) and as amended from time to time.
 - (c) MSI is not responsible for, nor to be held liable for undelivered notices due to changes to the Customer's contact information that MSI was not notified of in writing in accordance with this Section III.14
15. Upon termination of this Agreement, all interests in any accrued marketing funds will automatically lapse

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate, as of the date first written above.

MOTOROLA SOLUTIONS, INC.

AUTHORIZED RESELLER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _

Date: