

LEARN Use Agreement

NOTICE: YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS IN ORDER FOR YOU AND EMPLOYEES OF YOUR ORGANIZATION TO USE LEARN AND SHARE LPR DATA WITH LAW ENFORCEMENT AGENCIES. IF YOU DO NOT WANT TO BE LEGALLY BOUND, DO NOT ATTEMPT TO USE LEARN FOR ANY PURPOSE WHATSOEVER. ANY USE OF LEARN BY YOU OR YOUR USER WILL CONSISTUTE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND YOUR EXPRESS AGREEMENT TO BE LEGALLY BOUND BY THEM.

The purpose of this LEARN Use Agreement (this "Agreement") is to memorialize the terms and conditions that will govern Licensee's and its User's use of LEARN and any License Plate Recognition data loaded by Users to LEARN. Throughout this Agreement, the terms "we," "us," and "our" means Motorola Solutions Inc., and "you," "your," and "yours" means Licensee and, as applicable, Licensee's LEARN Account and Licensee's Users.

Whereas, Motorola Solutions Inc. ("Motorola") is a Delaware limited liability company that does business throughout the United States and manages and hosts LEARN; and

Whereas, Licensee seeks to enter into this Agreement for the purposes of sharing Licensee's LPR Data with Law Enforcement Agencies.

THEREFORE, in consideration of the mutual covenants contained herein this Agreement, Licensee agrees as follows:

I. Definitions

"Applicable Law" means any federal, state, county, city and municipal laws, ordinances and governmental rules and regulations to which Licensee, its Users and/or its business are subject.

"Confidential Information" means all data, information, user interfaces, business strategies, business processes, software technology, software processes, user or customer lists, and calculations of LEARN.

"Law Enforcement Agency" (LEA) means an agency of the United States, a state, or a political subdivision of a state, authorized by law or by a government agency to engage in or supervise the prevention, detection, investigation, or prosecution of any violation of criminal law.

"Licensee" means the business entity that has been granted the right and license under this Agreement to use LEARN for the purposes of managing LPR systems, LPR Data and sharing LPR Data with LEAs.

"LPR" means the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of license plates located on vehicles.

"LPR Data" means LPR collected by Licensee and available on LEARN for sharing by its Users with LEAs.

"User" means an individual employee of Licensee who is authorized by Licensee to use LEARN on behalf of Licensee through login credentials provided by Licensee.

II. License; Ownership

A. License. Subject to the terms and conditions of this Agreement, Motorola grants Licensee a non-exclusive, non-transferable, revocable right and license to use LEARN, solely and exclusively for the purposes set forth in this Agreement, during the Term. Except as expressly permitted by this Agreement, Licensee, its Users, or any third party acting on behalf of Licensee will not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in LEARN. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Licensee will not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when LEARN is first started on any computer. Any use or redistribution of LEARN in a manner not explicitly stated in this Agreement, or not agreed to in writing by Motorola, is strictly prohibited.

B. Ownership. LEARN is copyrighted by Motorola and will remain the property of Motorola. The license granted under this Agreement is not a sale of LEARN or any copy. Licensee owns the physical media on which LEARN is installed, but Motorola retains title and ownership of LEARN and all other materials included as part of or with LEARN.

III. Term; Termination

A. Term. Effective upon notice, Motorola may terminate this agreement at its discretion.

B. Effect of Termination. Upon the effective date of termination of this Agreement, any and all rights to access or use LEARN shall terminate and Licensee will (and will cause all Users to) immediately: discontinue all use of LEARN, delete or uninstall all instances of LEARN; and, if requested by Motorola, certify to Motorola in writing that Licensee has complied with this section (Effect of Termination).

IV. Warranties; Disclaimer

A. Warranties. You warrant that you have the proper authority to enter into this Agreement, and bind your organization to the terms and conditions herein. Licensee warrants to Motorola that: 1) Licensee and its Users will use LEARN only in a manner that demonstrates professionalism, integrity, honesty, and respect for the rights of Motorola and other Users; 2) Licensee and its Users will comply with all data usage guidelines set forth or adopted by Motorola; 3) Licensee is duly organized, validly existing and in good standing in each jurisdiction where its business is conducted; 4) upon execution, this Agreement has been duly and validly executed and delivered by Licensee and constitutes Licensee's legal, valid, and binding obligation, enforceable against Licensee in accordance with its terms and Applicable Law; 5) Licensee and its Users are and will maintain throughout the term in compliance with Applicable Law; and 6) Licensee and its Users have and will maintain throughout the term all licenses, certificates, permits, franchises and other governmental authorizations necessary to the conduct of Licensee businesses and performance of its obligations under this Agreement.

B. Compliance with Law. Licensee acknowledges that the collection of LPR Data and/or the sharing thereof may not be permissible in every state. By opting in to use LEARN to share LPR Data with LEAs, in addition to the warranties set forth hereinabove, Licensee warrants that it has reviewed its state's (or states') Applicable Laws relative to LPR Data, that Licensee and its Users are in compliance with all such laws, and that Licensee and its Users will not violate such laws in connection with or during the term of this Agreement.

C. Disclaimer of Warranties. LEARN IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE COMPLETE WARRANTIES RELATIVE TO LEARN AND THIS AGREEMENT, AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT WARRANT THAT USE OF OR ACCESS TO LEARN WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT LEARN WILL MEET LICENSEE'S PARTICULAR REQUIREMENTS.

V. LPR Data

A. Data Sharing. Motorola will not share any LPR Data generated by Licensee without the permission of Licensee. Licensee desires and expressly consents to the sharing LPR Data with LEAs.

B. Ownership of LPR Data. Licensee retains all rights to LPR Data generated by Licensee. Should Licensee terminate this Agreement, a copy of all LPR Data generated by Licensee will be created and provided to Licensee. After the copy is created, all LPR Data generated by Licensee will be deleted from LEARN at the written request of Licensee.

C. Data Retention. LPR Data is governed by Licensee's retention policy. Licensee is responsible for designating a retention period in LEARN. LPR Data that reaches its expiration date will be deleted from LEARN.

VI. Account Access

A. Eligibility. Licensee will assign User Credentials (defined below) and authorize use of LEARN only to its current employees who satisfy the eligibility requirements of "Users." Notwithstanding, Motorola may deny access to LEARN to any Licensee employee based on such individual's failure to satisfy any eligibility requirement, in Motorola's sole opinion. No User Credentials may be assigned to any individual who is not a current employee of Licensee, without the express prior written consent of Motorola.

B. Security. Licensee will be responsible for assigning to each of its Users who satisfy the eligibility requirements User Credentials. Licensee will cause its Users to keep and maintain User Credentials in confidence, and Licensee will cause its Users to prevent use of User Credentials by any unauthorized person(s). Licensee will notify Motorola immediately if Licensee or any User believes the password of any Users has, or may have, been obtained or used by any unauthorized individual. In addition, Licensee will notify Motorola immediately if Licensee or any User becomes aware of any other breach or attempted breach of the security of LEARN, LEARN Account or the account of any User.

VII. Indemnification. Licensee agrees to indemnify, defend and hold harmless Motorola and its employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim based on, resulting from or occurring in connection with: 1) Licensee's or its User's breach of this Agreement; 2) Licensee's or its User's violation (or alleged violation) of Applicable Law; 3) Licensee's or its User's violation (or alleged violation) of any third-party intellectual property rights; and 4) any other acts or omissions of Licensee or its User. Licensee will pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party(ies) in connection with or arising from any such claim, suit, action, or proceeding.

VIII. Confidentiality; Nondisclosure

A. Confidentiality. Licensee (on its own behalf and on behalf of its Users) acknowledges that a large part of LEARN value to Users comes from the collection and analysis of this Confidential Information and disclosure of any such Confidential Information to unauthorized third parties would cause irreparable damage to Motorola. As a result of the sensitive nature of the Confidential Information, Licensee (on its own behalf and on behalf of its Users) agrees to not disclose, directly or indirectly, any information obtained or garnered as a result of User status within LEARN to any third party, except to the extent necessary to comply with your obligations under this Agreement. Licensee (on its own behalf and on behalf of its Users) agrees to not disassemble, decompile or reverse engineer LEARN to gain access to confidential information of Motorola. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, AND ALL PROHIBITIONS AGAINST DISCLOSURE OF CONFIDENTIAL INFORMATION SHALL REMAIN IN EFFECT FOR AN INDEFINITE PERIOD OF TIME.

B. Unauthorized Disclosure. Licensee and its Users are prohibited from selling any LEARN data, providing access rights to view such data to any third party, or providing any LPR Data obtained from LEARN to any third party. Access to this anonymous data is restricted to law enforcement purposes only and any acts or omissions intended to associate this anonymous data with personal information from any other sources must be done in strict compliance with the permissible purposes granted to law enforcement under the Federal Driver's Privacy Protection Act (DPPA).

C. Publicity. Licensee will not, and will ensure that its Users will not, create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the LEARN or this Agreement without first submitting the material to Motorola and receiving written consent from Motorola therefore. This restriction is specifically intended to protect User's interests in divulging information that may result in counter measures from the criminal elements, and also to protect Motorola's competitive interests and ensure consistency with other media messaging. Breach of this provision may result in immediate termination of this Agreement upon notice to you.

IX. Miscellaneous

A. Limitation of Liability. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL MOTOROLA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO MOTOROLA FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Relationship of the Parties. Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

C. Assignment. Licensee may not assign this Agreement, or delegate its rights or obligations under this Agreement, to any third party, without the express written consent of Motorola.

D. Choice of Law; Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of laws and/or principles. Licensee consents to the exclusive jurisdiction in the state and/or federal courts located in Tarrant County, Texas, in any dispute involving this Agreement.

E. Amendment and Waiver. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by Licensee and Motorola. No waiver of any breach or default will constitute a waiver of any different or subsequent breach or default.

F. Entire Agreement. This Agreement represents the entire agreement between Motorola and Licensee, and supersedes all prior and contemporaneous understandings and communications, oral or written, between Licensee and Motorola. Licensee represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Motorola or anyone else, other than as expressly set forth in this Agreement.

G. No Rights in Third Parties. This Agreement is entered into for the sole benefit of Motorola and Licensee and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement will be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

I. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed

as if such invalid, illegal or unenforceable provision had never been contained herein.

J. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses and will be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement will be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Please address all notices to Motorola as follows:

Motorola Solutions Inc.
Attention: Legal Department
Suite 4300
500 West Monroe
Chicago, IL 60661