MOTOROLA SOLUTIONS
PARTNEREMPOWER™ PROGRAM

ACCESSORY & ENERGY AUTHORIZED RESELLER PROGRAM
PARTICIPATION TERMS & CONDITIONS
North America

PLEASE NOTE THAT ALL REFERENCES TO “MOTOROLA” IN THIS DOCUMENT REFER TO MOTOROLA SOLUTIONS, INC.

In order to qualify for participation in the Motorola PartnerEmpower™ Program, all participants (each of them, "Company") must agree to the Participation Terms & Conditions that apply to the region of authorization that Company is applying for. Unless otherwise stated in an applicable Addendum, the North America sales region consists of the United States (the “Territory”).

CAUTION: MOTOROLA IS WILLING TO REVIEW YOUR APPLICATION FOR MEMBERSHIP IN THE MOTOROLA PARTNEREMPOWER ACCESSORY & ENERGY AUTHORIZED RESELLER PROGRAM (the “PROGRAM”).

UPON APPROVAL BY MOTOROLA OF YOUR APPLICATION, AND CONTINGENT UPON YOUR ACCEPTANCE OF (i) THESE MASTER PARTICIPATION TERMS & CONDITIONS (ii) THE TERMS & CONDITIONS SPECIFIC TO THE ACCESSORY & ENERGY COMMUNITY, TECHNOLOGY SEGMENT, MARKET SPECIALIZATION AND/OR OTHER FUNCTION WITHIN THE PROGRAM TO WHICH COMPANY APPLIED AND WAS ACCEPTED TO, AS SPECIFIED IN THE APPLICABLE ADDENDUM (THE “ADDENDUM”); AND (iii) THE POSTED PROGRAM ELEMENTS (AS DEFINED IN SECTION II.6 BELOW) (ALL REFERRED TO AS THE “PARTICIPATION TERMS & CONDITIONS”), MOTOROLA AND/OR ANY OF ITS AFFILIATES WILL GRANT YOU A NON-EXCLUSIVE RIGHT TO PARTICIPATE IN THE PROGRAM , UNDER THE PARTICIPATION TERMS & CONDITIONS.

BY CLICKING THE “SUBMIT” BUTTON AT THE END OF THIS DOCUMENT AND CLICKING TO ACCEPT THE TERMS AND CONDITIONS OF THE APPLICABLE ADDENDUM, YOU INDICATE YOUR AGREEMENT TO THE PARTICIPATION TERMS & CONDITIONS. IF YOU ARE NOT WILLING TO BE BOUND BY THE PARTICIPATION TERMS & CONDITIONS, PLEASE SELECT THE “CANCEL” BUTTON AT THE END OF THIS DOCUMENT.

I. Qualifications for Participation

1. Company agrees to buy new Motorola 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 for its own use and not for resale.

2. Program is defined as the PartnerEmpower™ Accessory and Energy Authorized Reseller Program designed specifically for the accessory and energy reseller and provides Company with
certain marketing and related benefits including access to new products. A copy of the Program 
guide will be provided to Company and membership in the Program is contingent upon Company 
agreeing to the terms and conditions of this Agreement.

3. In order to be eligible to sell Products to a Federal Government Entity, Company must apply to 
the Federal Government Market Specialization within the PartnerEmpower Program. A “Federal 
Government Entity(ies)” is any department, agency, or instrumentality of the U.S. Federal 
Government. The purchase and sale of Products to Federal Government Entities will be governed 
under the terms and conditions of a separate reseller agreement with Motorola directly and any 
applicable addendums including the Federal Government Market Specialization Addendum. 
Sales of Products to Federal Government Entities under this Agreement will result in the 
discontinuance of Company’s participation in the Program.

II. Attaining and Maintaining Program Participation.

For purposes of the Agreement “Affiliates” shall mean in relation to Company or Motorola, any 
company which is, now or during the term of Company’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 Company from the Program.

2. New Equipment. Maintaining authorization in the Program requires that the 
Company purchase Products from Motorola’s authorized distributor for procurement of 
Products.

3. Application Information. All information contained in the application will be considered 
Confidential Information (as defined in Section III.4 below) to the Company and shall 
be protected by Motorola and any independent contractor as such in accordance with 
Section III.4. Company is responsible for updating and maintaining accurate contact 
and Company information. All such information should be sent by email to 
partners.na@Motorolasolutions.com. Motorola is not responsible for, nor to be held 
liable for undelivered notices due to changes to the Company contact information 
that was not supplied by Company via email to partners.na@Motorolasolutions.com.

4. Notice of Authorization. Motorola’s authorization decision is based on the Program 
Elements in effect on the date that Company submits a valid application for 
authorization. Company’s initial authorization shall be by written confirmation from 
Motorola. Company’s status is subject to review by Motorola based on Motorola’s 
then current Program Elements. Should Company be notified that its application has 
been denied, Company 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 Motorola.

5. Receiving Authorization Benefits. Company’s receipt of the benefits associated with 
the then-current Program for which Company qualifies, including but not limited to 
financial incentives, constitutes Company’s continuing representation that it is in 
compliance with all Program Elements. In the event Company 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, Motorola reserves the right to 
revoke Company’s authorization in the Program.
6. **Changes to Program Elements.** Motorola 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 partners.na@Motorolasolutions.com to the Company and/or through postings on MOTOROLA’s Program web site at www.Motorolasolutions.com or an equivalent thereof.

III. **Miscellaneous Terms.**

1. Motorola and Company 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 Motorola and Company or merges, or shall be deemed to merge, their assets or their fiscal or other liabilities or undertakings.

2. Company shall not remove, alter or modify the serial or identification numbers, labels, Motorola trademarks, or other trademarks identifying Motorola from Products. Company shall provide all assistance and cooperation as may be reasonably requested by Motorola, including without limitation execution of documents as may be requested by Motorola, to protect Motorola’s trademark rights. Motorola 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, Motorola 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 cannot be excluded or limited by law. Motorola 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) Motorola is not liable to the Company, 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) Motorola’s liability to the Company in agreement, tort (including negligence) or otherwise in relation to the Agreement is limited to the value of Products (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) Motorola and Company 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 Company, 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, 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 Motorola 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 Company, including:

(i) Contact details of the Company (i.e. name, address, email, phone number(s))

(ii) Headquarter Location of the Company;

(iii) Specific interest specialty of the Company in Products;

(iv) Vertical business interest specialty of the Company;

(v) Certification status of the Company in the Program

Additionally Motorola may transmit data, including sales information and Motorola billing data to any Motorola Affiliate for the purposes of exercising its rights or performing its obligations under this Agreement or any other lawful purpose. Company hereby consents to the processing of such data by Motorola or by any Motorola Affiliate and for such purposes Company 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 11.4

For the avoidance of doubt the parties agree that Motorola 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. Company agrees not to intentionally engage in activity that may diminish Motorola’s rights or industry standing.

6. Motorola 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. Company 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. Company will be willing to certify to the above when required to do so by Motorola. Company 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 to fully comply with all laws applying to the sale and distribution of the Products, including the U.S. Foreign Corrupt Practices Act and all national and local anti-corruption laws. Failure by Company or any of its directors, officers, employees, and agents to comply in all respects with the provisions of this Section III.6 and with Motorola’s code of business conduct which shall be made available to Company via www.Motorolasolutions.com or any equivalent thereof, may result in immediate termination of Company’s participation in the Program without any liability to Company by Motorola.

7. Company shall at all times conduct its efforts hereunder in strict accordance with all applicable laws and regulations and with the highest commercial standards. Company 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 Motorola may deliver or disclose to Company are subject to United States export control laws and may be subject to export or import restriction in other countries. Company 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. Motorola and its authorized distributors may refuse to deliver Products and Services to Company where Company or its customer are located in a country which the US Government has placed an embargo.

8. Company shall promptly advise Motorola 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), Motorola may, at its sole option and discretion, discontinue Company’s participation in the Program.
9. Motorola and its Affiliates have the exclusive worldwide rights to their respective trademarks and trade names. Company is only authorized to use the appropriate mark for which Company qualifies and Company shall only use such mark as prescribed in the then-current release of the Motorola 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. Motorola and Company 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 Motorola and Company 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, Motorola and Company 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 Motorola and Company 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 Company 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 Company requires that these Agreement are also executed in a local language, Company 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 Motorola or any of its Affiliates and Company with respect to Company’s participation in the Program. In the event Company has or in the future enters into an agreement appointing Company as a dealer, distributor, agent or representative for other products of Motorola 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 Company by Motorola in the Program. Notwithstanding the foregoing, Motorola may, at its sole option and discretion, discontinue Company’s authorized participation in the Program at any time by providing written notice to Company.
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 Company shall be sent to the address (electronic or otherwise) as stated on Company’s application.

(b) Notices to Motorola shall be sent to partners.na@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) Motorola is not responsible for, nor to be held liable for undelivered notices due to changes to the Customer’s contact information that Motorola 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.

END OF TERMS AND CONDITIONS FOR ACCESSORY & ENERGY RESELLERS NORTH AMERICA