

Agreement # 9053

Legistar # \_\_\_\_\_

# AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 08/30/2024

Need Date: 08/30/2024

**PROCESSING DEPARTMENT:**

Department: CAO - Procurement and Contracts  
Dept. Contact: James Jakubowski  
Phone: x 5834  
Department: James  
Head Signature: Jakubowski

Digitally signed by James Jakubowski  
Date: 2024.08.28 17:04:35 -07'00'

**CONTRACTOR:**

Name: Vigilant Solutions LLC  
Address: PO Box 841001  
Dallas, TX 75202  
Phone: 925-398-2079

Org Code: 2200000  
Project #  
(if applicable): 22INVEST-C40SERSUP

Funding Source: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** CAO - P&C on behalf of District Attorney

Service Requested: Review of T+Cs

Description: Motorala Solutions Terms of Use

Contract Term: perpetual Contract Value: \$ 14,000.00

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 09/03/2024 By: Roger A. Runkle  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

Digitally signed by Roger A. Runkle  
Date: 2024.09.03 09:47:01 -07'00'



Software terms and Juris  
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**HR APPROVAL:** WILL BE REVIEWED THROUGH WORKFLOW

**RISK MANAGEMENT:** WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL SIGNED DOCUMENT TO:

Thank you!

		<b>Vigilant Solutions, LLC</b> P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	El Dorado County District Attorney's Office Attention: Joe Ramsey			Date:	08-29-24
Project Name:	LEARN IDP Renewal (9/1/24 - 8/31/25)			Quote ID:	LMP-2117-03

## PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-IDP-01B	<b>Investigative Data Platform - Annual Subscription for up to 25 Sworn - State and Local</b> <ul style="list-style-type: none"> <li>• Commercial LPR Data access - For up to 25 Sworn <ul style="list-style-type: none"> <li>◦ Access to all Vigilant commercially acquired national vehicle location data</li> <li>◦ Unlimited use by authorized agency personnel to complete suite of LEARN data analytics</li> <li>◦ Includes full use of hosted/managed LPR server account via LEARN</li> </ul> </li> <li>• ComparisonManager with public mugshot gallery Access For up to 25 Sworn <ul style="list-style-type: none"> <li>◦ Unlimited use by authorized agency personnel to all ComparisonManager tools</li> <li>◦ Image gallery of up to 5,000 images</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>\$4,595.00</b>

**Quote Notes:**

1. This quote will expire on Oct 2nd, 2024
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty

Quoted by: Lindsay Plummer - 925-398-2079 - [lindsay.plummer@vigilantsolutions.com](mailto:lindsay.plummer@vigilantsolutions.com)

<b>Total Price</b>	<b>\$4,595.00</b> (Includes sales tax)
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**MOTOROLA SOLUTIONS**

# TERMS OF USE

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**Last Updated: March 12, 2024**

Your use of the Site constitutes your unconditional agreement to be bound by the terms and conditions set forth in these Terms of Use. You also understand and acknowledge that your personal data will be collected, used, and otherwise processed as described in our Privacy Statement. Please read these Terms of Use and our Privacy Statement carefully before using the Site. If you do not agree to these Terms, then please do not use the Site.

**IMPORTANT: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES UNLESS YOU OPT OUT OF THE ARBITRATION PROVISION AS FURTHER DESCRIBED BELOW. THESE TERMS OF USE ALSO REQUIRE YOU TO WAIVE ANY RIGHT YOU MAY HAVE TO FILE A CLASS ACTION.**

## **Web Content and Materials**

The information on this Website is for information purposes only. It is believed to be reliable, but Motorola Solutions, Inc. ("Motorola") does not warrant its completeness, timeliness or accuracy. The information and materials contained in this Website and the terms and conditions of the access to and use of such information and materials are subject to change without notice. Products and services described may differ among geographic locations. Not all products and services are offered at all locations.

## **Intended Audience / Use**

Motorola provides this web site to you, subject to these Terms of Use. The Terms of Use may be updated by Motorola from time to time without notice to you. This web site and other Motorola web sites that are linked to this site or affiliated with this site (collectively "the Site") and all the information, communications, software, scripting, photos, text, video, graphics, applications, music, sounds, images and other materials and services found on the Site (collectively "Content"), is intended for the lawful use of

Motorola customers, employees and members of the general public who are over the age of 13, and intended for global use. The Site is controlled and operated in whole or in part by Motorola from its offices within the United States. Motorola makes no representation that these materials are appropriate or available for use in other locations. Those who access the Site from other locations do so at their own risk and are responsible for compliance with applicable local laws. You acknowledge that Motorola reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time.

### **Acceptance of Terms**

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you may have with Motorola, (ii) you are independently responsible for establishing and maintaining its own policies and procedures for ensuring appropriate security measures, and you agree to establish and ensure compliance with access control policies and procedures, including password security measures, (iii) you will maintain industry standard security and protective data privacy measures.

### **Potential Disruption of Service**

Access to the Website may from time to time be unavailable, delayed, limited or slowed due to, among other things: Hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; Software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content.

Overload of system capacities; Damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters Interruption (whether partial or total) of power supplies or other utility of service strike or other stoppage (whether partial or total) of labor; Governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; Any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of Motorola.

### **Links to Third-Party Web Sites**

This Site may provide links to other third-party World Wide Web sites or resources. Motorola makes no representations whatsoever about any other web site which you may access through this Site. These sites are owned and operated independently of Motorola, and have their own separate privacy and data collection practices. Because Motorola has no control over such sites and resources, you acknowledge and agree that Motorola is not responsible for the availability of such external sites or resources

and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such sites or resources. Any information you provide to these web sites will be governed under the terms of their privacy and security policies. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on this Site to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Motorola makes no representation or warranty as to any third party Content, products or services, and you agree that Motorola shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party Content, products or services available on or through any such site or resource.

### **Limitation of Liability**

MOTOROLA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THIS SITE, ITS CONTENT OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, MOTOROLA TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS SITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS SITE.

### **Enforceability**

Except as stated below in the Arbitration provision, in the event any of the terms or provisions of these Terms of Use shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

### **Other Agreements**

These Terms of Use shall be subject to any other agreements you have entered into with Motorola. In the event of a conflict between these Terms of Use and another agreement you have entered into with Motorola, the other agreement shall apply.

## Governing Law and Venue

Illinois law will govern all disputes arising out of or relating to these terms, your access to and use of the Site, and your use of any related services, regardless of conflict of laws rules, except that the Arbitration provision below will also be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the “FAA”). You agree that any proceedings not subject to the Arbitration provision below will be brought in, and you hereby consent to, the exclusive jurisdiction and venue in the state courts of Cook County, Illinois, or the U.S. District Court for the Northern District of Illinois – Eastern Division.

## Arbitration

PLEASE READ THIS SECTION OF THIS AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHTS TO TRY CLAIMS IN COURT BEFORE A JUDGE OR JURY AND THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE CLAIM OR ACTION.

Mandatory Informal Dispute Resolution. If you or Motorola have a Claim (defined below), you and Motorola agree to make a good faith effort to resolve it informally prior to initiating a formal arbitration proceeding. The party that intends to initiate an arbitration proceeding must first send a notice to the other party that describes the Claim. The notice must include the initiating party’s name and contact information (address, telephone number, and email address) and a detailed description of (1) the nature and basis of the Claim and (2) the nature and basis of the relief sought, with a detailed calculation. Your notice shall be sent by mail to 500 W. Monroe Street, Suite 4400, Chicago, IL 60661-3781 or contact us online at <https://www.motorolasolutions.com/contactus>. You must personally sign the notice. Motorola’s notice to you shall be sent to the most recent contact information we have on file for you. If requested by the party that receives the notice, the other party must personally participate in a telephone settlement conference to discuss the Claim. If a party is represented by counsel, counsel may also participate, but the conference must be individualized, even if the same firm(s) represent multiple parties. If the Claim is not resolved within sixty (60) days after receipt of the notice, you or Motorola may commence an arbitration proceeding consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to filing a demand for arbitration. The statute of limitations and any filing fee deadlines for a formal arbitration proceeding shall be tolled while the parties engage in this informal dispute resolution process. If the sufficiency of a notice or compliance with this informal dispute resolution process is at issue, it may be decided by a court at either party’s election, and any arbitration proceeding shall be stayed pending resolution of the issue. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Agreement to Arbitrate. If we are unable to resolve a Claim through the mandatory informal dispute resolution process, you and Motorola agree that, except as set forth

below, all Claims between you and us will be resolved entirely through the binding individual arbitration process set forth in this Section. For purposes of this Section, “Motorola,” “we,” “our,” and “us” include Motorola and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns.

Claims. “Claims” as used in these Terms of Use include all of the following: (1) claims relating to or arising out of these Terms of Use or any prior or later versions of these Terms of Use, as well as any changes to the terms of these Terms of Use; (2) claims relating to or arising out of any aspect of any relationship between you and us; (3) claims relating to or arising out of your access of, use of, or any transactions through, by, or using the Motorola website, including receipt of any advertising, marketing, or other communications from Motorola; and (4) claims relating to the interpretation, scope, applicability, or enforceability of these Terms of Use, except as set forth in the Mandatory Informal Dispute Resolution, the Claims Not Covered by Arbitration, the Public Injunctive Relief Waiver, and the Additional Procedures for Mass Arbitration provisions below. Except as provided below, (1) Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies; (2) all Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future; and (3) Claims include claims or disputes that arose before the parties entered into this Agreement or after termination of this Agreement.

Claims Not Covered By Arbitration. Claims that are eligible for small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only on an individual claim for relief. If a party has already submitted an arbitration demand to the American Arbitration Association (“AAA”) for a claim that is eligible for small claims court, the other party can send a written notice to the opposing party that it wants the Claim decided by a small claims court. After receiving this notice, the AAA will administratively close the case. Claims by you or us to enjoin infringement or other misuse of intellectual property rights are also not subject to arbitration. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Commencing an Arbitration. Except as set forth in the Additional Procedures for Mass Arbitration provision, unless the parties agree to select a different arbitration administrator, the arbitration shall be administered by the AAA (<https://www.adr.org>), according to the [Consumer Arbitration Rules](#) except as modified by these Terms of Use. To commence an arbitration proceeding, you or Motorola must send a personally signed demand for arbitration that describes (1) the nature and basis of the Claim(s), and (2) the nature and basis of the relief sought, including a detailed calculation, along with a certification that you or we are party to this Arbitration provision and completed the informal dispute resolution process referenced above. Your notice shall be sent to: 500 W. Monroe, Suite 4400, Chicago, IL 60661-3781 or contact us online at <https://www.motorolasolutions.com/contactus>. Motorola’s notice shall be sent to the most recent contact information we have on file for you. You or Motorola must also

contact AAA or the chosen arbitration administrator and follow its appropriate procedures to commence the arbitration.

Arbitration Procedure. Unless you and we agree otherwise in writing, the arbitration shall be decided by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years of experience, selected in accordance with the chosen arbitration administrator's rules.

The arbitrator shall honor claims of privilege recognized at law. Except as provided in the "Public Injunctive Relief Waiver" provision below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

The arbitrator will take reasonable steps to protect proprietary or confidential information. Any arbitration hearing shall be held by videoconference, unless either party requests an in-person hearing and the arbitrator agrees. If an in-person hearing is required, it will be held in Cook County, Illinois unless the parties agree in writing to a different location. If all Claims are for \$25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with the arbitration administrator's rules. You and a Motorola representative shall personally appear (with counsel if you and we are represented) at an initial telephone conference with a case manager before an arbitrator is appointed and at a hearing should one be scheduled by the arbitrator.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the applicable AAA rules as set forth above or, if a different arbitration administrator is selected, its rules. If you are a consumer with a non-commercial dispute, we will pay any filing, administration, or arbitrator fees the arbitration administrator requires you to pay if, in a writing signed by you: (1) you claim to be unable to afford it; and (2) you demonstrate that you made a good-faith effort to seek, but were unable to obtain, a waiver of that fee from the arbitration administrator. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Jury Waiver and Limitation of Rights. You and we agree that, by agreeing to arbitrate any Claims, the parties are each waiving the right to a trial by jury or a trial before a



judge in court (except for matters that may be taken to a court pursuant to this Section). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

Class Action and Representative Action Waiver. You and we agree that each may bring Claims against the other only in an individual capacity, and not as a claimant, plaintiff or class member in any purported class or representative proceeding. Further, [except as set forth in the Additional Procedures for Mass Arbitration,] unless mutually agreed to by you and us, the Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This provision does not apply to requests for public injunctive relief, which are addressed in the Public Injunctive Relief Waiver provision below. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Public Injunctive Relief Waiver. Neither you nor we will have the right to seek public injunctive relief as a remedy for any Claim against one another (a “Public Injunctive Relief Request”) in arbitration, if such a waiver is permitted by the FAA. If such a waiver is deemed unenforceable, you and we agree that the Public Injunctive Relief Request shall be severed from any other Claims and/or remedies you have. The Public Injunctive Relief Request must be adjudicated by a court after all your other Claims to be decided in arbitration under this Section are resolved in arbitration. The validity, enforceability, and effect of this provision shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Additional Procedures for Mass Arbitration. If twenty-five (25) or more similar claims of consumers with non-commercial disputes are asserted against Motorola by the same or coordinated counsel or are otherwise coordinated (and your Claim is one such claim), you understand and agree that the resolution of your Claim might be delayed. You also agree to the following process and application of the AAA Mass Arbitration Supplementary Rules, except as modified herein.

#### BELLWETHER:

Counsel for the claimants and counsel for Motorola shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the initial bellwether process.

If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings, the parties shall participate in a global mediation session before a retired judge, and Motorola shall pay the mediator’s fee. If the parties are unable to resolve the remaining matters in mediation at this time, each side shall select twenty

(20) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this staged process.

If the parties are unable to resolve the remaining cases after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired judge, and Motorola shall pay the mediator's fee. If the parties are unable to resolve the remaining matters in mediation at this time, this staged process shall continue with one hundred (100) cases proceeding at one time that are selected randomly or by the AAA in staged sets, until all the claims included in these coordinated filings, including your case, are adjudicated or otherwise resolved. Between staged sets of proceedings, Motorola agrees to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims.

A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator unless the parties agree otherwise. The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this provision from the time the first cases are selected for the initial bellwether process until the time your case is selected, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have the authority to enforce this paragraph by enjoining the mass filing or prosecution of arbitration demands against Motorola. Should a court of competent jurisdiction decline to enjoin this provision, you and we agree that you and our counsel shall engage in good faith discussions with the assistance of an arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

If these Additional Procedures for Mass Arbitration are deemed unenforceable as to a particular claimant or Batch or if the AAA refuses to enforce it as written, then either party to the Claim may elect to proceed in an individual court proceeding instead of through arbitration; if no party to a Claim so elects then those parties shall arbitrate in an individual proceeding.

Severability. Notwithstanding any section in this agreement to the contrary, if any term or provision of this Arbitration provision, except for the Class Action and Representative Action Waiver provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration provision. However, if the Class Action and Representative Action Waiver provision is deemed invalid or unenforceable in whole or in part, then this entire Arbitration provision shall be deemed invalid and unenforceable.

Opt Out. You may reject this provision, in which case only a court may be used to resolve any Claim. To reject this provision, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you accept these Terms of Use or within thirty days after any Terms of Use update that materially amends this Arbitration provision. The

Opt Out must be mailed to 500 W. Monroe, Suite 4400, Chicago, IL 60661 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this provision. Opting out will not affect any other aspect of the Terms of Use or any other agreement between you and Motorola.

Governing Law. Notwithstanding any other section in this agreement to the contrary, you and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration provision and any resulting arbitration are governed by the FAA. Notwithstanding any section in this agreement to the contrary, to the extent state law applies, the laws of Illinois without regard to conflicts of law principles shall apply. No state statute pertaining to arbitration shall apply.

### **Class Action and Jury Trial Waiver**

YOU AND MOTOROLA AGREE THAT ANY AND ALL CLAIMS ASSERTED IN ANY LITIGATION MUST BE BROUGHT ONLY IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY LITIGATION AS TO ANY CLAIM OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING AS TO ANY CLAIM IN ANY LITIGATION.

### **Restrictions on Use of Content**

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### **Copyright Infringement Notification Procedure**

To file a copyright infringement notification with Motorola, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the United States Digital Millennium Copyright Act (DMCA) for more information on these requirements):

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity which you are requesting be removed or access to which be disabled, and information reasonably sufficient to permit Motorola to locate the material. Please provide a URL to the material that is claimed to be infringing as that will allow Motorola to locate the content.
- iv. Information reasonably sufficient to permit Motorola to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints  
Attn: Copyright Complaint Process — Law Department  
Motorola Solutions, Inc.  
500 West Monroe Street  
Chicago, Illinois 60661  
USA

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

### **Trademarks and Service Marks**

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### **Submission of Information**

Although Motorola provides certain encryption in an effort to protect the electronic transmission of credit card numbers or social security numbers ("Financial Information") that you submit to Motorola through the Site no data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we have taken appropriate steps to protect your personal information, Motorola cannot ensure or otherwise warrant the security of any information you provide to us or from our Web Site, and therefore you understand and agree to assume the security risk for any information you provide using the Site.

Do not send any Financial Information, confidential or proprietary information to Motorola through the Site. Except personally identifiable information relative to you, any information you do send to Motorola through the Site will be deemed NOT to be confidential ("Non-Confidential Information"). For any Non-Confidential Information you do send, post or submit you hereby grant Motorola an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute the Non-Confidential Information, and agree that Motorola is free to use any ideas,

concepts, know-how or techniques that you send Motorola for any purpose whatsoever without compensation to you or any other person sending the Non-Confidential Information, and you represent and warrant that you own or otherwise control all of the rights to the Non-Confidential Information and that public posting and use of your content by Motorola will not infringe or violate the rights of any third party. Your personally identifiable information you submit to us shall be treated in accordance with our Privacy Statement.

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