

CTR Series Motorola Customer Programming Software License Agreement

Kit Number: RLN4995A

Please read these instructions carefully

1. Complete and sign the enclosed Motorola Customer Programming Software License Agreement.

2. Return it to:

RPG Contract Administrator
1313 E. Algonquin Road
Schaumburg, IL 60196

Please note that the Motorola Customer Programming Software License Agreement must be completed and returned to Motorola prior to the processing of your order for the CTR Series CPS.

**MOTOROLA CUSTOMER PROGRAMMING SOFTWARE LICENSE AGREEMENT
North America Version Only**

This agreement ("Agreement") is between Motorola, Inc., a Delaware corporation, having a principal place of business at 1301 East Algonquin Road, Schaumburg, Illinois 60196, U.S.A. ("Motorola"), and _____ having a principal place of business at _____ ("Licensee").

1. Grant of License: Motorola hereby grants to Licensee a personal, non-exclusive, non-assignable, non-sublicensable, and non-transferable license under Motorola's applicable proprietary rights to use Motorola's Customer Programming Software identified in Attachment A, including any documentation and materials, and any updates and supplements provided to Licensee by Motorola ("Motorola Software"), subject to Licensee's compliance with the terms of this Agreement, and subject to Licensee's payment to Motorola of any applicable licensing fee.
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3. License Site Specific: Licensee must provide to Motorola a written list of all sites where Licensee uses or intends to use Motorola Software, and Licensee agrees to keep such list current. Licensee must pay a separate licensing fee for each site ("Licensed Site") at which Licensee uses Motorola Software. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such site. Licensee may use Motorola Software on a Licensed Site's portable computer on a temporary basis at other locations in the geographic areas authorized in Paragraph 4 below.
4. Authorized Areas for Use of the Motorola Software: Licensee is authorized to use the Motorola Software only in the geographic areas specifically listed in the Attachment A, and only for programming Motorola manufactured communication products that, from a regulatory compliance perspective or otherwise, are appropriately marked by Motorola for distribution in such geographic areas.
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6. Confidentiality: Motorola Software contains Motorola proprietary information and trade secrets. Licensee agrees to not disclose Motorola Software to third parties and to take reasonable precautions to keep in confidence the Motorola Software.
7. Maintenance and Support: Motorola is not obligated by this Agreement to provide maintenance or support for Motorola Software, or to notify Licensee of upgrades to Motorola Software.
8. Warranty Disclaimer: EXCEPT AS REQUIRED BY LAW, MOTOROLA EXTENDS NO WARRANTIES ON THE MOTOROLA SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSEE ACCEPTS THE MOTOROLA SOFTWARE "AS IS".
9. Limitation of Liability: IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF MOTOROLA WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL LICENSING FEES PAID BY LICENSEE TO MOTOROLA FOR THE MOTOROLA SOFTWARE.
10. Term and Termination: Licensee's right to use Motorola Software will begin when Licensee sends a duly executed copy of this Agreement to Motorola, and either (a) Motorola returns a fully executed Agreement to Licensee, or (b) Motorola ships Motorola Software to Licensee, and will continue unless terminated as follows: (i) by either party without cause and for its convenience upon thirty (30) days prior written notice to the other party; or (ii) by Motorola at any time if Licensee fails to cure any breach of this Agreement within five (5) days after Motorola's written notification to Licensee of such breach. If Licensee's rights are terminated according to 10(ii), then Motorola will be entitled to, in addition to Motorola's rights at law or equity, immediate injunctive relief without proving damages and, unless Licensee is a sovereign government entity, Motorola will have the right to repossess all Motorola Software in Licensee's possession. Within thirty (30) days after termination of Licensee's right to use any Motorola Software, Licensee must certify in writing to Motorola that all copies of such Motorola Software have been returned to Motorola or destroyed.

11. Notices: All notices must be delivered in writing to the addresses at the top of this Agreement and, if to Motorola, to the attention of: RPG Contract Administrator, 1313 E. Algonquin Road, Schaumburg, IL, 60196. Change of address must be in writing to the other party.
12. General: This Agreement will be governed by the laws of the United States of America to the extent that they apply and otherwise by the laws of the State of Illinois. Licensee must bring any action under this Agreement within one year after the cause of action arises. The failure of a party to exercise a right or insist on a remedy afforded by this Agreement shall not operate as a waiver of that right or remedy nor any other right or remedy of that party. Motorola may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any or its rights in any Motorola Software, without prior notice to or consent of Licensee. This Agreement contains the parties' entire agreement regarding its subject matter including Licensee's use of Motorola Software and may be amended only in writing signed by both parties.

MOTOROLA, INC.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____

Phone: _____

ATTACHMENT A

- I. THE LICENSED MOTOROLA CUSTOMER PROGRAMMING SOFTWARE IS IDENTIFIED AS FOLLOWS:

II. THE MOTOROLA CUSTOMER PROGRAMMING SOFTWARE IDENTIFIED ABOVE IS
AUTHORIZED FOR USE IN THE FOLLOWING GEOGRAPHIC AREAS:

III. LICENSED SITES AND APPLICABLE LICENSING FEE.

SITE:

LICENSING FEE:

MOTOROLA, INC.

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____