



MOTOROLA

Critical Business Practices in a Dangerous World

Motorola's Partnership with 1st Responder Customers

One of Motorola's firmest commitments is to the brave men and women who daily protect our lives and property, the 1st Responders, our Nation's Law Enforcement, Fire and EMS departments. Today, in the United States, there are approximately 2.5 million 1st Responders protecting the Public. Their skills, equipment and morale are critical to America's response to any emergency, natural or man-made. The Motorola partnership with 1st Responders is the longest of any Motorola customer partnership. Motorola private radio communications systems are used daily by the majority of America's 1st Responders for emergency communication and operational coordination. Because Motorola private radio communications systems are used to assist and protect the American public, as well as their 1st Responder users, they are designed to be as robust and secure as possible; offering optional communication security using high-level voice encryption.

Motorola's Ethical Business Practices

To help insure this expected high-level of system integrity, Customers expect their systems will be programmed using legally procured and licensed software. Motorola is an honest and ethical institution and therefore takes all reasonable steps to encourage its Managers, Staff and Authorized Servicers to ensure that only properly-licensed software is used and that all software purchased under license is being used in accordance with its license agreement. Motorola does not tolerate the copying, distribution and/or use of unauthorized software copies under any circumstances, and has enforced strong internal controls for its employees to prevent such abuse. Within its 'Employment Agreement', Motorola retains the right to scan and inspect employee personal computers, physical media and electronic file storage if unauthorized copying is suspected. Further, Motorola considers it the responsibility of each Authorized Servicer to establish and enforce similar internal controls to prevent the copying, distribution and/or use of unauthorized software copies or modifications, including effective measures to confirm compliance and appropriate disciplinary actions for software license infringement. Within its Servicer Agreement, Motorola retains the right to scan and inspect service partner personal computers, physical media and electronic file storage if unauthorized copying is suspected.

Motorola Development Lab/Depot Versions of Radio Service Software (RSS) and Customer Programming Software (CPS) and Other Development Lab Software

Motorola limits the distribution of its copyrighted Development Lab and Repair Depot versions of Radio Service Software, Customer Programming Software and other Development Lab software to Motorola Product Development Engineers and Motorola Repair Depot technicians. Development Lab software is intended for "Internal Motorola Use Only" and is never 'licensed' and/or distributed for use outside of Motorola Development Labs. Depot software is intended for use within a Motorola Authorized Repair Depot and is never 'licensed' and/or distributed for use outside of a Motorola Authorized Repair Depot. The unauthorized copying, distribution and/or use of copyrighted Development Lab and Depot software outside of Motorola Development Labs and Repair Depots is an infringement of Motorola's legal copyright, further, Internet 'WareZ' copies of such software may have become damaged through unauthorized copying, or through actual intent, its use causing serious damage to the radio it's being used to program. A radio illegally programmed with such software could interfere with the proper operation of a Customer System and/or could be used to 'eavesdrop' on critical 1st Responder communications with criminal intent, placing 1st Responders in physical jeopardy.

Motorola Customer/Service Versions of Radio Service Software (RSS) and Customer Programming Software (CPS)

Motorola limits the distribution of Customer/Service versions of Radio Service Software and Customer Programming Software through a formal software licensing program under the supervision of the Radio Products & Services Division (RPSD). The unauthorized copying, distribution and/or use of unlicensed and/or Internet 'warez' copies of Motorola RSS/CPS is an infringement of Motorola's legal copyright, further, Internet 'Warezes' copies of such software may have become damaged through unauthorized copying, or through actual intent, its use causing serious damage to the radio it's being used to program. A radio illegally programmed with such software could interfere with the proper operation of a Customer System and/or could be used to 'eavesdrop' on critical 1st Responder communications with criminal intent, placing 1st Responders in physical jeopardy.

U.S. Federal Penalties for Software Copyright Infringement

Under the U.S. Copyrights, Designs & Patents Act 1988 the author(s) of computer programs are given the same rights as the authors of literary, dramatic and musical works. The unauthorized duplication of software constitutes copyright infringement regardless of whether it is done for sale, for free distribution, or for the copier's own use. Moreover, copiers are liable for the resulting copyright infringement whether or not they knew their conduct violated Federal law. Penalties include liability for damages suffered by the copyright owner plus any profits of the infringer that are attributable to the copying, or statutory damages of up to \$100,000 for each work infringed. The unauthorized duplication of software is also a Federal crime if done "willfully and for purposes of commercial advantage or private financial gain (Title 18 Section 2319(b))." Criminal penalties include fines of as much as \$250,000 and jail terms of up to 5 years.

Motorola Radio Service Software/Customer Programming Software License

Motorola grants to the Licensee a personal, nonexclusive, nontransferable, limited license to use the RSS/CPS solely at the location(s) listed by Licensee within the signed License Agreement. In signing the License Agreement, the Licensee agrees to use of the RSS/CPS at the listed location(s) to:

- Make repairs to a radio.
- Create Archive Files and Edited Archive Files using only the editing capabilities built into the RSS/CPS.
- Edit Archive Files and Edited Archive Files using only the editing capabilities built into the RSS/CPS.
- Load Archive Files and Edited Archive Files into radios.

The Licensee can make one copy of the RSS/CPS for each computer owned or controlled by the Licensee at the location(s) identified within the license agreement. All copies of the RSS/CPS must be deleted or removed from all computers at one Licensee location prior to any use at any other Licensee location.

The use of an RSS/CPS at one authorized Licensee location does not include the right to access or use the RSS through remote access.

The RSS/CPS may be used on a portable or laptop computer at a location not listed in the License Agreement provided that:

- Use at the location is a temporary use.
- Such use is exclusively by the Licensee or his/her employees for service to a customer of the Licensee or for service to equipment owned, controlled, or operated by the Licensee.
- The RSS/CPS is not transferred from the portable or laptop computer or copied in any way onto any storage media or another computer.

- Such a location not listed in the License Agreement is not a location from which the Licensee normally or regularly conducts his business.

If the RSS/CPS will be used at more than one location, the Licensee must purchase at least one copy of the RSS/CPS for each of the locations listed in the License Agreement.

The Licensee agrees to use the RSS/CPS, the Archive Files, the Edited Archive Files and information contained within the files (such a customer's *Trunking System Key*) only as permitted within the License Agreement and *only* with the Customer's explicit agreement.

The Licensee can not use the RSS/CPS, the Archive Files or the Edited Archive Files and acquires no rights under the license agreement, to modify a radio, the RSS/CPS, the Archive Files or the Edited Archive Files in any manner that:

- Is determined by either Motorola or a court of any country to be illegal or in violation of any applicable Federal Law, including any law of any state within the United States, or any law of any country where the Licensee's business is located.
- In the opinion of counsel to Motorola, constitutes an illegal, unfair or deceptive act or practice.
- Infringes on any of Motorola's intellectual property rights, including Motorola's patent rights, trademark rights, copyrights, and trade secret rights.

Motorola's Prosecution Commitment

As Motorola identifies individuals copying, distributing and/or using of illegal, unlicensed and/or Internet 'warez' copies of its RSS or CPS, it will prosecute them to the greatest extent it is able. Motorola is also committed to provide as much assistance as possible to Customers who are bringing their own legal action against unauthorized users of their private communication systems.

Motorola's Position Concerning Use of Intellectual Property

Under no circumstances is a Motorola employee or an employee of a Motorola Authorized Servicer to engage in any activity that is illegal under local, state, federal or international law. The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of Internet 'warez' or other software products that are not appropriately licensed for use *is illegal and prohibited*.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs and text from Motorola advertising material, user and/or service manuals and the installation of any Motorola copyrighted software for which the user does not have an active license *is illegal and prohibited*.
- The exporting software, technical information, encryption software or technology, in violation of international or regional export control laws *is illegal and prohibited*.
- Introduction of modified and/or malicious software into customer networks and/or communication systems (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) *is illegal and prohibited*.
- Effecting security breaches or disruptions of customer networks and/or communication systems *is illegal and prohibited*. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access.
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a customer's communications, by any means, wired or wireless *is illegal and prohibited*.

Any Motorola employee or Motorola Authorized Servicer found to have violated any of the previous items may be subject to disciplinary action, up to and including termination of employment and/or the Servicer Agreement.

Customer trust is something that is hard to win but easy to lose. You and thousands of other Motorola employees and authorized servicers have helped Motorola win and keep Customer trust over many years; as a Valued Motorola Team member, let's continue to work together to keep that Customer trust alive and well deserved.

If you have questions or want to discuss a potential situation, please contact:

Patrick L. Harrington
Manager of Intellectual Property Enforcement
Motorola, CGISS
1301 E. Algonquin Road, SH-3P
Schaumburg, Illinois 60196
Email (correspondance): cndt01@email.mot.com
Telephone: (847) 576-2418
Cellphone: (847) 687-1899
FAX: (847) 538-7163