

MSI Solutions, Inc.
8000 W. Sunrise Blvd
Plantation, FL 33322
USA

NON-DISCLOSURE & ASSIGNMENT OF INVENTIONS AGREEMENT

The Non-Disclosure Agreement and Assignment of Inventions ("Agreements") is made and entered into this ____ day of _____ 2019 by and between _____, an individual ("Student"), and Motorola Solutions, Inc., (also known as MSI) a Delaware Corporation, and is established to protect the trade secrets, intellectual property, confidential information, customer relationships and goodwill of Motorola Solutions, Inc., and each of its subsidiaries, affiliates, related companies and the successors of any of them (collectively, the "Company" or Motorola Solutions, Inc.).

WHEREAS, the undersigned is participating in a voluntary 2019 Shadowing and Mentoring Program opportunity at MSI:

WHEREAS, in connection with the 2019 Shadowing and Mentoring Program ____, Student will be given access and/or exposed to certain MSI Confidential and Proprietary Information defined below ("Confidential Information") in both tangible and oral form and as such will occupy a position of trust and confidence regarding MSI's affairs and business:

NOW THEREFORE, in consideration for MSI Solution providing Student with Confidential Information in Connection with the 2019 Shadowing and Mentoring Program __, MSI and student agree as follows:

1. Student will not disclose to MSI or use (a) any confidential and proprietary information belonging to others unless Student has obtained their written authorization to do so, nor (b) any prior inventions made by Student or others which MSI is not otherwise entitled to learn to use.
2. Any information, technology, knowledge and/or data student discloses to MSI will not be confidential, and MSI has no obligation to maintain such information, technology, knowledge and/or data as confidential.
3. Without prior written consent of MSI, Student will not, either during or subsequent to his/her Session of participation with MSI, (i) distribute, or disclose to any other person any of the Confidential Information; (ii) permit any other person to have access to the Confidential Information; (iii) use the Confidential Information for any purpose; (iv) disclose to any other person that Student has received Confidential Information from MSI.
4. Student agrees that Confidential Information is and shall at all times remain the property of MSI. Student acknowledges that the Confidential Information is confidential and materials of interests, business and affairs of MSI and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of MSI. No use of such Confidential Information or photography is permitted except as otherwise provided herein and no grant under any part of MSI intellectual property rights is hereby given or intended, including any license (implied or otherwise).

5. To the extent that Student acquires any right, title or interest in any Intellectual Property that relates in whole or in part to MSI's business or actual or demonstrably anticipated research or development, Student hereby assigns and agrees to assign such rights to MSI, to the extent such Intellectual Property is not already owned by MSI as a matter of law. Student waives any and all "moral rights" that he or she may have in the Intellectual Property created hereunder that relates in whole or in part to MSI's business or actual demonstrably anticipated research or development (the "Work Product"), or any part thereof, in connection with MSI's use(s) thereof. To the extent (the "Work Product"), or any part thereof, in connection with MSI's use(s) thereof. To the extent such waiver may be unenforceable. Student agrees that he or she will, without further remuneration execute and deliver to MSI such waiver of moral rights concerning the Work Product and MSI's use(s) thereof. This Agreement does not require assignment of any rights Students may have in an invention or other Intellectual Property if (i) no equipment, supplies, facilities or Confidential Information of MSI were used in the discovery, creation, or development of the Intellectual Property; (ii) the Intellectual Property was developed entirely by the Student during Student's own time and did not result from any work performed by Student for MSI; and (iii) the Intellectual Property does not relate, at the time of conception, development or reduction to practice, to MSI's business or its research development.

6. Upon the cessation of 2019 Shadowing and Mentoring Program __, Student will return or destroy all Confidential Information, or any notes, correspondence, analyses, documents or other records containing Confidential Information, including all copies thereof, in the possession of Student or his/her representatives. Such return, however, does not abrogate the continuing obligations of Student under this Agreement.

7. In the event that Student is required by law in any judicial or governmental proceeding or otherwise do disclose Confidential Information, Student will give MSI prompt written notice of such request so that MSI may seek protective order or appropriate remedy. If, in the absence of a protective order, Student determines, upon the advice of counsel, that he/she is required to disclose such Confidential Information, he/she may disclose such Confidential Information only to the extent compelled to do so; provided, however, that Student gives MSI written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses his or her best efforts, at MSI's expense, to obtain assurances that the confidential treatment will be accorded to such Confidential Information.

8. Student agrees that the Confidential Information shall not be reported directly or indirectly to any restricted or prohibited country without the prior written consent of the Bureau of Export Control of the U.S. Department of Commerce, where such consent is required to be obtained.

9. The obligations of Student to comply with the provisions contained herein shall continue for a period of three (3) years commencing upon the date hereof.

10. Student and MSI understand and agree that no failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

11. MSI makes no representation or warranty express, express or implied, as to the accuracy or completeness of its Confidential Information. Neither MSI, nor any of its respective subsidiaries, affiliates, related companies, successors, officers, directors, employees, agents or controlling persons (within the meaning of the Securities

Exchange Act of 1934, as amended) shall have any liability to Student resulting from Student's use of the Confidential Information.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

13. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile or email shall be effective to the fullest extent permitted by applicable law.

14. As used in this Agreement, "Confidential Information" means information concerning the Company and its business that is not generally known outside the Company. Confidential Information includes: (i) trade secrets; (ii) intellectual property; (iii) the Company's methods of operation and Company processes ; (iv) information regarding the Company's present and/or future products, developments, processes and systems, including invention disclosures and patent applications; (v) information on customers or potential customers, including customer's names, sales records, prices, and other terms of sales and Company cost information; (vi) Company personnel data; (vii) Company business plans, marketing plans, financial data and projections; and (viii) information received in confidence by the Company from third parties. Information regarding products or technological innovations in development, in test marketing or being marketed or promoted in a discrete geographical region, which information the Company or one of its affiliates is considering for broader use, shall not be deemed generally known until such broader use is actually commercially implemented. As used in this Agreement, "Intellectual Property" means all non-published patent applications, ideas, inventions, formulae, know-how, devices, designs, models, methods, techniques and processes, specifications, tooling, computer programs, copyrightable works, mask works, technical and product information concerning circuits, trade secrets and all other intellectual property rights.

If Student is not of legal age, a parent or legal representative's signature will be necessary.

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed by its duly authorized officer as of the date first written above.

STUDENT & PARENT

Student Name

Student Signature

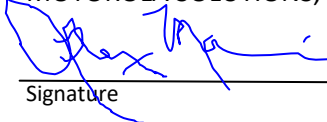
Date

Parent Name

Parent Signature

Date

MOTOROLA SOLUTIONS, INC.



Signature

Alex Marron / Engineering Manager

Title

June 14, 2019

Date