

## PURCHASE ORDER TERMS AND CONDITIONS

**1. SCOPE, ACCEPTANCE AND AGREEMENT.** These purchase order terms and conditions ("**Order**"), including the purchase order itself, are hereby agreed to by and between Zebra Technologies Corporation and its Affiliates ("**Zebra**") and the other party and its Affiliates providing Products, Services, and/or Software under the Order ("**Supplier**"). These terms and conditions apply to Zebra's purchases of (a) tangible goods ("**Products**"); (b) professional services ("**Services**"); and (c) all software provided either as part of the Products or in connection with the Services or on a standalone basis, including software-as-a-service ("**Software**"). The term "Products" will include Services and Software unless specifically otherwise indicated herein. This Order, and all of its terms and conditions, will be deemed accepted by Supplier upon the earlier of: (i) Supplier's commencement of performance; (ii) Supplier's shipment of any items specified in this Order; and (iii) any other indication of Supplier's agreement to this Order. This Order and all related transactions may involve and inure to the benefit of the entity issuing this Order, including without limitation, Zebra Technologies Corporation and its Affiliates. "**Affiliates**" means subsidiaries and divisions and any other entity that owns or controls more than 50% of the voting stock or other ownership interest in such corporation or entity. Affiliates are entitled to the rights, remedies and benefits of this Order. The term "Supplier" means Supplier and its Affiliates.

Through acceptance of the Order, Supplier represents and warrants that it is authorized to agree to these terms on behalf of itself and its Affiliates. Unless otherwise agreed to in writing by Zebra, the terms of this Order will be applicable to all quotations, agreements, purchase orders, and sales of Products to Zebra. This Order represents the entire agreement between the parties with respect to the subject matter addressed herein and, except to the extent inconsistent with a separate agreement signed by both parties that expressly applies to the subject matter of this Order, this Order supersedes all other oral or written agreements, arrangements, representations, and communications regarding its subject matter, including without limitation, quotations, proposals, and bids. The terms of this Order may be modified or amended only in a writing that is signed by both parties and that expressly refers to the terms of this Order and explicitly states the provisions to be so modified or amended. For purposes of clarity, no such amendment or modification will be effectuated by use of any Supplier sales terms, quotation, invoice, proposal, bid, acceptance or acknowledgment, or any Supplier shrink-wrap, click-through or packaging terms ("**Additional Supplier Terms**"). Furthermore, no Additional Supplier Terms in response to this Order will form any part of these terms and conditions nor govern this Order. Zebra hereby objects to and specifically rejects any Additional Supplier Terms which add to, vary from, or conflict with the terms and conditions of this Order. Zebra's objection to Additional Supplier Terms will not operate as a rejection of Supplier's offer under the Order, but, instead, will be deemed a proposed material alteration of these terms and conditions to which Zebra objects, and an acceptance by Supplier of these terms and conditions without, and not including, such proposed Additional Supplier Terms. If this Order is deemed to be an acceptance by Zebra of a prior offer by Supplier, Zebra's acceptance is hereby expressly conditioned on Supplier's assent to the terms and conditions of this Order.

**2. PRICE.** The price for the Products is as indicated on the face of this Order. All prices are in U.S. Dollars unless otherwise indicated. In no event will Zebra be responsible for any cost, expense or detailed line item that is for Supplier's overhead and internal administrative costs, including costs of support personnel or other costs of doing business.

**3. INVOICING AND PAYMENT.** Unless otherwise instructed by Zebra in writing, Supplier shall invoice Zebra upon the later of: (a) Zebra's receipt of Products at its facility; (b) completion of Supplier's performance of the Services; and (c) Zebra's acceptance of Software. Upon Zebra's request, Supplier agrees to submit electronic invoices in accordance with Zebra's electronic invoice and payment process, as notified to Supplier by Zebra from time to time. At Zebra's request, Supplier shall invoice and accept payment in other currencies at prevailing currency exchange rates. Supplier shall separately state on each invoice any import duties or sales, use, value added, excise or similar tax for which Zebra shall be responsible. Supplier shall not charge Zebra for any taxes from which Zebra is exempt and with regard to which Zebra furnishes Supplier a certificate of exemption. Unless a different period is indicated by Zebra on the face of this Order, payment by Zebra is due net ninety (90) calendar days from the date on which Zebra receives an undisputed invoice. If local law requires a shorter payment term, then the longest payment term permitted will apply. Supplier shall not assign, pledge, discount or otherwise encumber Zebra receivables without Zebra's prior written consent. In addition to all rights of setoff or recoupment provided

by law, Zebra may, at any time and in its sole discretion, apply any amounts payable or other amounts due or owing from Supplier, whether arising under this Order or any other order between the parties, against Zebra's obligations to Supplier so as to reduce any amounts payable or other amounts due or owing from Zebra to supplier, whether arising under this Order, any other order, contract or obligation. Supplier may not exercise rights of setoff or recoupment. Zebra is not required to make any payment and has no liability for any Products, Services, Software, or any subscriptions based on any automatic renewal terms unless the Supplier provides Zebra with at least sixty (60) days' prior written notice of the automatic renewal date, and Zebra consents to the renewal in writing. Zebra hereby rejects any terms to the contrary that impose a payment obligation based on an automatic renewal.

**4. CONFIDENTIAL INFORMATION.** "**Confidential Information**" means confidential or proprietary data, materials, or information disclosed by one party (disclosing party) to the other party (receiving party) under this Order in written, graphic, machine recognizable, electronic, sample, or any other tangible or visually perceptible form, and/or disclosed orally, whether identified or not identified as "confidential". All Zebra information delivered by Zebra relating to this Order, including product specifications, prototypes, designs, samples, testing processes and results, quality and manufacturing procedures and requirements, customer information, Personal Data, software and related documentation, product or technology roadmaps, cost or price information, demand or volume information, market share, market or financial projections and other similar information, and the nature and existence of this Order and its terms and conditions, is considered Zebra's Confidential Information. Zebra's Confidential Information is and at all times will remain the property of Zebra, and Zebra's ability to use or disclose the Confidential Information is not and will not be restricted in any way. Similarly, Supplier's Confidential Information is and at all times will remain the property of Supplier. The party receiving Confidential Information (the "**Receiving Party**") from the party disclosing Confidential Information (the "**Disclosing Party**") will not be obligated to maintain as confidential, Confidential Information that the Receiving Party can prove by documentation was: (a) known by the Receiving Party prior to such disclosure without an obligation of confidentiality; (b) lawfully obtained from a third party(ies) without a duty of confidentiality; (c) distributed to a third party(ies) by the Disclosing Party without restriction; (d) explicitly approved for release by written authorization of the Disclosing Party; (e) publicly available or becomes publicly available other than by unauthorized disclosure by the Receiving Party; (f) independently developed by the Receiving Party without the use of any of the Disclosing Party's Confidential Information or breach of these terms and conditions. Supplier shall: (i) maintain the confidentiality of Confidential Information and not disclose it to any third party(ies), except as authorized in advance by Zebra in writing; (ii) restrict disclosure of, and access to, Confidential Information to its employees, contractors and agents who have a "need-to-know" basis in order for Supplier to perform its obligations under this Order, and who are bound by confidentiality obligations no less protective than those of these terms and conditions; (iii) handle Confidential Information with the same degree of care as Supplier uses for its own confidential information, but in no event less than reasonable care; (iv) use Confidential Information only for the purpose of performing and, to the extent necessary, fulfilling its obligations under this Order; and (v) promptly notify Zebra in writing upon discovery of any unauthorized use, access or disclosure of Zebra's Confidential Information, while also taking all necessary steps to regain possession and protection of the Confidential Information and prevent further unauthorized actions or breach of this Order. Except as otherwise provided in this Order, no use of any Confidential Information is permitted, and no grant under any Intellectual Property Rights of Zebra is given or intended, including any license thereto, implied or otherwise. Supplier shall not directly or indirectly export or re-export any Confidential Information to any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. Supplier acknowledges that Confidential Information contains information that is proprietary and valuable to Zebra and that any unauthorized dissemination or use of the Confidential Information will cause irreparable harm to Zebra. Supplier's obligation to keep confidential the Confidential Information continues as long as the information remains within the definition of confidential information or for at least five (5) years following the later of fulfillment, expiration, or termination of this Order or Supplier's return or destruction of the Confidential Information and certification of such return or destruction.

**5. OWNERSHIP OF PROPERTY, SPECIFICATIONS AND WORK PRODUCT.** Supplier shall provide all labor, materials, tools, equipment, personnel, supervision, and facilities necessary to provide the Products. All tools, equipment, drawings, software, data, samples, designs, prototypes or other materials or items, acquired for Supplier's use or furnished by Zebra to Supplier are and shall remain the sole property of Zebra and shall be used only for manufacturing, testing or supplying Products under this Order. Supplier agrees that any suggestions, improvements, comments or other feedback provided by Supplier to Zebra

with respect to Products, Zebra products, or with respect to Confidential Information provided to Zebra ("**Feedback**") is given entirely voluntarily and Supplier hereby grants to Zebra the right to use, have used, disclose, reproduce, modify, license, distribute or exploit the Feedback for any purpose, entirely and without obligation or payment from Zebra and without any restriction on use or disclosure of any kind. Zebra will retain ownership of all specifications and other documentation for the Products and will be the owner of all modifications and enhancements made by or for Zebra, or by or for Supplier, based upon such specifications and documentation, including without limitation any modifications or enhancements based on Supplier's Feedback.

Supplier agrees that all materials, in whatever form, and all modifications or enhancements to the Products prepared or produced by Supplier under this Order ("**Work Product**") are a "work made for hire" under the copyright laws of the United States, and any other applicable jurisdiction, and therefore originate as the sole property of Zebra. At Zebra's request and expense, Supplier shall execute all papers and provide reasonable assistance to Zebra necessary to vest ownership in Zebra of, and to enable Zebra to obtain Intellectual Property Rights in, all such Work Product, Feedback, and modifications or enhancements thereof. "**Intellectual Property Rights**" means any and all: (a) copyrights, trademarks, trade names, domain names, goodwill associated with trademarks and trade names, designs, and patents; ii) rights relating to innovations, know-how, trade secrets and Confidential Information (technical and non-technical); iii) moral rights, mask work rights, author's rights, and rights of publicity; and iv) other industrial, proprietary and intellectual property-related rights anywhere in the world that exist as of the Order date or hereafter come into existence, and all renewals and extensions of the foregoing, regardless of whether or not such rights have been registered with the appropriate authorities in such jurisdictions in accordance with the relevant legislation. Supplier may not sell, recycle or otherwise dispose of excess, obsolete, scrap, work-in-process, raw materials, or finished Products associated with this Order without Zebra's prior permission. Supplier's obligations as stated in this Section 4 survive the fulfillment, expiration, or termination of this Order.

**6. WARRANTIES.** Supplier hereby represents and warrants that the Products: (a) for a period of twenty four (24) months from the date of acceptance by Zebra, will be and remain merchantable, free from defects in design, materials and workmanship, are of the highest quality, and conform to the terms and conditions of all applicable schedules, specifications, drawings, documentation, Zebra instruction books or service manuals, Zebra test and quality standards, and industry standards; (b) meet all Zebra quality requirements; (c) are wholly new and contain new components and parts throughout; (d) satisfy Zebra's test and quality standards and processes; (e) meet applicable industry quality and performance standards; (f) comply with all applicable legal and regulatory requirements; (g) are properly packaged and labelled; (h) all Services will be performed in a professional and workman like manner by qualified persons utilizing, if applicable, Zebra parts or parts of equal quality; and (i) are free of any condition that could pose a potential environmental or safety hazard, and that. Supplier further represents and warrants that it has full the power and authority to license all Software and to convey all other rights and licenses granted to Zebra under this Order and Supplier has requested, processed and obtained all necessary software licenses, certificates, import/export permits, approvals, consents and authorizations to enter into this Order and to perform and carry out all of its obligations under this Order. Additionally, Supplier hereby acknowledges that Zebra is entitled to all warranties and remedies that arise by implication or operation of law, and Supplier shall extend to Zebra all warranties Supplier receives from its suppliers, service providers, and subcontractors (collectively, its "**Supply Chain**"). All warranties and remedies run to Zebra and through Zebra to its customers, including its customer's end users. Supplier agrees that its representations and warranties are reaffirmed with and applicable to each shipment or delivery of Products or performance of Services. All warranties survive any inspection, acceptance, payment, or resale by Zebra. Supplier represents and warrants that all Software and Products are free from any "**Security Vulnerabilities**", meaning: (i) self-destruction mechanisms; (ii) illicit code; (iii) copy protection schemes that interfere with the use of the Products or Zebra's or an end user's ability to exercise its rights and privileges under this Order; and/or (iv) security vulnerabilities, including any vulnerabilities that allow unauthorized destruction of, access to or control of Product(s) or Zebra product(s), other elements of a system that include Product(s) or Zebra product(s), or any information residing on Product(s), on Zebra product(s), on an end user's system that includes Product(s). Supplier further represents and warrants that it complies with general industry practices regarding the detection and correction of Security Vulnerabilities. Supplier shall promptly notify Zebra if Supplier becomes aware of any actual or potential Security Vulnerability. Supplier shall provide Zebra with a complete and accurate disclosure and description of any third-party software (including open source software) included

in any Products along with the corresponding open source software license terms. Supplier represents and warrants it has complied and shall continue to comply with all obligations, terms, and conditions imposed under any applicable open source software license terms and that no Zebra software shall be subject to an obligation to be disclosed or published to the open source community as a result of Supplier's activities. Supplier warrants to Zebra that it shall observe and comply strictly with all Information Protection Law, regulations and requirements which arise in connection with this Order. Supplier shall not use or disclose any information that may identify an individual (e.g., Personal Data) that is processed for or on behalf of Zebra, except to the extent it is required to perform under this Order and in strict compliance with this Order, in particular Section 27 (Personal Data). To the extent Supplier processes Personal Data, Supplier warrants it shall comply with all instructions issued by Zebra relating to Personal Data and implement and maintain appropriate technical and organizational measures and other protections for Personal Data to protect Personal Data against unauthorized or unlawful processing, and against accidental loss or destruction of, or damage to, any such Personal Data. Supplier shall promptly report to Zebra any breaches of security of Personal Data. To the extent that Supplier provides to Zebra, or otherwise allows Zebra to obtain, Personal Data about Supplier's employees or contractors in connection with this Order, Supplier warrants and represents that it has provided any and all necessary notices to, and obtained any and all privacy consents from, such individuals to authorize Zebra to process such data and disclose such data to its affiliates and others for legitimate business purposes and for purposes of legal compliance. Supplier will not transfer Personal Data across any country border unless such transfers comply with all laws and regulations including the supplementary contractual measures set out under Section 27 (Personal Data) and it is strictly unavoidable for performance under this Order.

**7. REMEDIES.** Unless specifically stated otherwise, all rights and remedies under this Order are cumulative Order and those available at law or in equity, if Supplier defaults on or breaches its obligations under any provision of this Order or delivers Products or Services that are late, defective, non-conforming, present a potential safety or environmental issue (in Zebra's opinion), or otherwise fail to comply with the representations and warranties in these terms and conditions, whether or not apparent upon inspection, Supplier shall immediately and at its sole expense: (a) at Zebra's option, immediately repair, replace or re-perform the affected and potentially affected Products and Services, or provide a refund for such Products and Services; (b) expedite late deliveries and performance; and (c) take immediate. In addition to other remedies provided in this remedial action for affected and potentially affected Products according to a corrective action plan approved by Zebra. Supplier shall be liable for all costs, expenses, charges, fines, penalties, direct, indirect, incidental and consequential damages incurred by Zebra and its customers arising from Supplier's breach of any warranty under this Order ("Damages") and Zebra shall have the right to seek, and Supplier agrees that Zebra is entitled to receive, specific performance by Supplier of its obligations under this Order.

**8. LICENSE GRANTS.** Supplier hereby grants Zebra a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's rights in the Product to the extent necessary for Zebra's exercise and exploitation of its rights in the Product. Supplier shall obtain and assign to Zebra a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all third party Intellectual Property Rights incorporated into, required to be used, or delivered with the Product. Supplier shall provide or execute licenses to evidence the licenses herein upon Zebra's request.

**9. TRADEMARKS.** All trademarks, service marks, insignia, symbols, or decorative designs, and trade names and other words, names, symbols and devices associated with Zebra and Zebra's products and services ("**Zebra Marks**") are the sole property of Zebra or a Zebra Affiliate, as applicable. Supplier acknowledges and agrees that it: (a) has no right to use Zebra Marks without Zebra's prior written consent; (b) shall take no action which might derogate from Zebra's rights in, ownership of, or the goodwill associated with, such Zebra Marks; and (c) shall remove all Zebra Marks from any Products (including scrap and excess materials) not purchased by Zebra.

**10. TERMINATION.** Zebra may terminate all or any part of this Order immediately at any time for its convenience, without liability to Supplier, upon written notice to Supplier. In addition to all remedies provided elsewhere in this Order and at law or in equity, Zebra also may terminate this Order immediately, without liability to Supplier, upon written notice, if Supplier: (a) fails to comply with any provision of this Order; (b) delivers a Product or Service which is defective or which does not conform to

this Order; or (c) becomes insolvent or unable to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws. Supplier may not revoke its acceptance of, or otherwise refuse to fully perform, its obligations under this Order. Supplier may terminate this Order only based on Zebra's material breach of an obligation under this Order and only after providing Zebra with thirty (30) days advance written notice and a reasonable opportunity to cure the breach. Supplier must use its best endeavors to carry out and complete this Order in line with Zebra's provided requirements. Supplier will only be relieved of its obligations while it is unable to carry out or complete this Order because of any act of God, war, riot, fire or flood ("**Force Majeure Events**"). At the cessation of any Force Majeure Events, the Supplier shall resume its obligations unless Zebra has elected to treat the Order as terminated in accordance with this Section. If the Supplier is to invoke a Force Majeure Event, it must advise Zebra by notice in writing within fourteen (14) days of the start of such event. Upon receiving such notice Zebra shall have the right to cancel this Order without liability to the Supplier.

**11. INDEMNIFICATION.** Supplier shall fully defend, indemnify, and hold harmless Zebra and all of its past, present, and future Affiliates, customers, distributors, officers, directors, employees, contractors, successors, assigns, agents, (collectively "**Zebra Indemnitee(s)**") against any and all claims, damages, costs, expenses (including, without limitation, court costs and attorney fees), suits, losses, or liabilities of any type, under any theory of liability or recovery, (collectively "**Claims**") arising from or related to: (a) any death, injury, or property damage caused by acts or omissions of Supplier, or its past, present or future officers, directors, employees, contractors, subcontractors, representatives or agents (collectively "**Indemnifying Parties**"); (b) any acts or omissions of the Indemnifying Parties, including, without limitation, an Indemnifying Parties' performance of, or failure to fully, properly and timely perform, any obligation in this Order (including, e.g., delivery of Products that are, or are alleged to be, defective, non-conforming, or not in compliance with any warranties in this Order); (c) any possible, actual or asserted infringement or misappropriation of any Intellectual Property Rights arising from or related to any Product or to a Zebra product by virtue of incorporation of or use with Supplier's Product, Software, or Service, either alone or in combination; (d) Supplier's non-compliance with Sections 18-24 of this Order; and (e) any and all labor claims, actions or demands of any kind filed by or in regard to Supplier's personnel or contractors against any Zebra Indemnitee. Furthermore, if the purchase, manufacture, having made, use, importation, offer for sale, sale, or distribution of any Products or portion thereof, or any Zebra product or service by virtue of incorporation of a Product, is sought to be, is reasonably likely to be, or is in fact, enjoined or excluded from importation, then Supplier, at its sole expense and on terms acceptable to Zebra, shall: (i) procure the right for Zebra Indemnitees to continue purchasing, manufacturing, having made, using, importing, offering for sale, selling, and distributing such Product(s) and any Zebra products and services incorporating or used with them; or (ii) subject to Zebra's prior written approval, replace or modify such Product so it becomes non-infringing, are fully backward compatible, and meet all of Zebra's requirements, including, without limitation, ensuring that quality, quantity, price and delivery are equal or superior to that of the Product being replaced or modified. Additionally, at any Zebra Indemnitee's request, Supplier shall promptly issue a full refund of the total amounts paid for such Product, and any Zebra Indemnitee may reschedule or cancel any or all pending Orders and forecasts for (1) such Products, (2) any related products or services, and (3) any other potentially impacted products or services, without liability of any kind. At Zebra's request, Supplier also shall assist Zebra in making alternative supply arrangements for such Products, related products or services, and any other potentially affected products or services. Supplier will not enter into any settlement order that affects any Zebra Indemnitee without Zebra's prior written consent. Zebra may, at its own expense, actively participate in any suit or proceeding related in any way to this Order through its own counsel, except that Supplier shall reimburse Zebra for such expenses if Zebra's participation through its own counsel is needed to avoid conflicting interests between the parties, to pursue any Zebra defenses, or to comply with a tribunal's rules or orders. Supplier agrees that time is of the essence and shall use best efforts and act in good faith to satisfy its obligations under this Section. If Supplier disputes its obligation or fails to fully and timely perform its obligations hereunder, each and all of the Zebra Indemnitees may assume the defense and/or settlement of the matter, provided, however, that Supplier shall remain fully and solely responsible for the Claim. Zebra has no obligation to indemnify Supplier under any circumstances. Supplier agrees that its obligations as set forth in this Section will survive the fulfillment, termination, cancellation, or expiration of this Order. Supplier retains responsibility for all Services subcontracted under this Order and will fully defend, indemnify and hold harmless Zebra against any liability for Damages caused by the acts or omissions of Supplier's subcontractors.

**12. CHANGES.** Without Zebra's prior written approval, Supplier shall not make changes to: (a) any

Products; (b) the manufacturing, testing, quality, or other processes hereunder; or (c) the bill of materials, materials, design, tools, sources of materials, or locations used to manufacture, assemble, or package the Products. Any unauthorized change of any type will render the changed Products nonconforming and will constitute a material breach of Supplier's obligations under this Order, and Supplier shall be responsible for all resulting Damages.

**13. INSPECTION.** Payment for Products does not constitute acceptance. Products will only be deemed accepted when counted, inspected, and tested by Zebra and found to be in conformance with the requirements of this Order. Supplier shall provide Zebra with a reasonable opportunity and amount of time to inspect Products. At Zebra's request, Supplier shall promptly issue a return material authorization to Zebra for Products: (a) that are non-conforming; (b) that are rejected, in excess of the amount ordered; or (c) delivered in advance of the delivery schedule. All returns to Supplier shall be at Supplier's expense and risk. Title to Products designated for return by Zebra will immediately revert to Supplier at the time of Zebra's designation. Supplier shall promptly evaluate the Products to identify the root cause of any defect or non-conformance, and provide Zebra with a detailed, written analysis thereof. Zebra's return or non-acceptance of Products will not affect Zebra's other rights and remedies under this Order or applicable law, including, without limitation, the right to reject or revoke acceptance of defective or non-conforming Products. Nothing contained in this Order relieves Supplier of its obligation to ensure that proper testing, inspection and quality control is performed. Zebra has the right to inspect Supplier's and Supplier's Supply Chain's facilities, equipment, materials, records, and the Products and may audit for compliance with this Order.

**14. PACKING, DELIVERY AND SHIPMENT.** All Products shall be packed and shipped in accordance with instructions or specifications contained in this Order or provided by Zebra. In the absence of any such instructions, Supplier shall comply with all applicable laws and best commercial practices to ensure safe and timely arrival of the Products at their destination at the lowest possible transportation cost and least environmental impact. **TIME IS OF THE ESSENCE ON THIS ORDER.** Supplier shall pay all costs of expediting delivery of the Products. If Supplier fails to timely perform or deliver, Supplier shall reimburse Zebra, at Zebra's option, for: (a) all Damages incurred by Zebra as a result of such late delivery or performance; or (b) liquidated damages in the amount of one percent (1%) of the price of the delayed delivery or performance for each calendar day of delay, computed from the due date without any grace period. Unless otherwise stated on the face of this Order, the delivery term for all deliveries under this Order is "*FCA delivery point stated in this Order (Incoterms 2020)*." If no delivery point is stated in this Order, the delivery term is "*FCA closest airport to Supplier's factory (Incoterms 2010)*." Supplier is responsible for any loss or damage caused by Supplier and discovered after transfer of title. No charge will be allowed for packing, labeling, commissions, customs, duties, storage, crating, express handling or travel, unless specifically indicated on this Order or under a mutually agreed and signed separate logistics support program.

**15. DISCONTINUANCE OF PRODUCTS.** Supplier shall not stop providing any Product to Zebra for any reason, for the longer of: (a) three (3) years after commercial production qualification by Zebra of (i) the Product or (ii) a Zebra product incorporating the Product (whichever occurs later); or (b) two (2) years from the issue date of this Order. If Supplier intends to stop providing any Product to Zebra for any reason, Supplier shall give Zebra at least twelve (12) months prior written notice, during which time Zebra may continue to place orders for such Product, with delivery not to exceed twelve (12) months from the date of any such orders. At Zebra's request, Supplier shall assist Zebra in making alternative supply arrangements for the discontinued Product.

**16. SERVICE AND SUPPORT.** Supplier shall provide training and documentation as requested by Zebra. Supplier shall provide Zebra information about outstanding deliverables and any actual or potential issues related to Supplier's performance under this Order. Upon request, Supplier shall: (a) provide spare parts and spare Products to Zebra-authorized service centers for service and repair of Product(s) and Zebra product(s); and (b) provide Zebra access to and use of any tools, equipment, materials, software, documentation, premises, and Intellectual Property Rights necessary for the use, repair, support, manufacture, or supply of Products. Unless a longer period is specified in writing, Supplier shall make spare parts and repair services available for five (5) years after the last delivery under this Order.

**17. INSURANCE.** Without limiting Supplier's obligations hereunder, Supplier, at its own cost, shall procure, maintain, and keep in full force and effect insurance to protect Supplier and Zebra from all claims that arise out of or result from Supplier's provision of Products or Services under this Order.

In particular, Supplier shall maintain the following insurance policies issued by companies in good standing: (a) Broad Form Commercial General Liability of at least \$1 million; (b) Business Automobile Liability of at least \$1 million; (c) Statutory Worker's Compensation; and (d) Professional Liability, as applicable, of at least \$1 million. Within ten (10) days following written request by Zebra, Supplier shall provide a certificate of insurance, signed by a duly authorized officer or agent of the insurer, certifying the levels of coverage, naming Zebra as a certificate holder and as an additional insured and stating that Zebra will receive at least thirty (30) days written notice of policy cancellation, non-renewal or material modification.

**18. COMPLIANCE.** Supplier represents and warrants that in performing its obligations hereunder, the Supplier shall comply, without limitation, to all applicable environmental and recycling, health and safety, slavery and human trafficking laws, statutes, and regulations, including certain Zebra requirements for compliance with laws, which are incorporated in full by this reference and which are available at the Zebra Corporate Responsibility Resources link: <http://www.zebra.com/us/en/about-zebra/company-information/corporate-responsibility.html>, that are issued as of the date of delivery or performance, and the requirements set out in Sections 18 -24. Supplier further represents and warrants that in performing its obligations hereunder, Supplier shall adhere to the Corporate Social Responsibility (CSR) principles fostered by the Responsible Business Alliance (RBA) Code of Conduct (<http://www.responsiblebusiness.org/standards/code-of-conduct/>) or any internationally recognized equivalent, in the areas of Environmental Sustainability, Health and Safety, and Labor and Ethics, and that Supplier shall promote implementation of these principles to its Supply Chain. Supplier shall provide written evidence, upon request by Zebra, sufficient to demonstrate to Zebra its compliance with this Section, including evidence and/or certification that no slave or indentured labor, no child labor and no human trafficking is used in its operations, as well as in the operations of its Supply Chain. Supplier will establish and maintain policies, procedures, and compliance programs sufficient in order to ensure its compliance with this Section and provide, at its own cost, copies of such compliance policies, procedures and program documents to Zebra upon request. Upon request by Zebra, Supplier will subscribe to the RBA on-line supply chain evaluation tool or provide evidence and/or certification of participation in an internationally recognized equivalent system. In either instance, upon request Supplier will share its CSR assessment report with Zebra. Zebra and its designated agents may conduct announced or unannounced inspections or audits to confirm compliance with this Section and Supplier will cooperate with Zebra in any such inspection or audit. If any such inspection or audit uncovers any lack of compliance by Supplier, Supplier shall be liable for and shall reimburse Zebra for all costs and expenses related to the inspection or audit. Supplier shall immediately correct any non-compliance and fully defend, indemnify, and hold harmless the Zebra Indemnitees against any Damages caused by any non-compliance. If Supplier fails to comply in any respect with all of these requirements, failure to comply will be considered a material breach of this Order and Zebra may immediately, and without liability, terminate this Order.

**19. ETHICAL CONDUCT, ANTICORRUPTION AND UNFAIR BUSINESS PRACTICES.** Zebra will not do business with any entity or person that Zebra believes makes or receives payoffs or is involved in any similar improper or unethical practices. Zebra expects its suppliers to abide by this policy with regard to their relationships with other entities and persons, and to not engage in any activity that results or may result in any conflict of interest for the Supplier or for Zebra or harm to Zebra's reputation. Supplier shall: (a) provide the Products in accordance with the highest ethical standards; (b) maintain integrity, transparency and accuracy in corporate recordkeeping; (c) act lawfully and with integrity in the proper handling of competitive data, confidential and proprietary information and intellectual property rights; (d) comply with legal requirements regarding fair competition and antitrust, and accurate and truthful marketing; and (e) not engage in corrupt practices, including, but not limited to, public or private bribery or kickbacks. If Supplier at any time acquires knowledge or reasonable suspicion of any ethics concerns relating to business involving Zebra, Supplier shall notify Zebra by email at [ccofficer@zebra.com](mailto:ccofficer@zebra.com) or file an online report at [www.tnwgrc.com/zebra](http://www.tnwgrc.com/zebra).

**20. ANTIDISCRIMINATION AND HUMANE TREATMENT OF WORKERS.** Supplier shall employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs. Supplier will assure that Products (including parts) will not be produced, manufactured, mined, or assembled with use of forced, prison, or indentured labor, including debt bondage, or with use of illegal child labor in violation of International Labor Conventions for minimum age (ILO- C138) and child labor (ILO-C182). Supplier shall pay workers at least the minimum legal wage, or where no wage laws exist, the local industry standard. Supplier shall assure that workers are free to join, or

refrain from joining, associations of their own choosing, unless otherwise prohibited by law.

**21. SAFETY DATA SHEETS/ SUBSTANCE DISCLOSURE/ENVIRONMENTAL PROTECTION.**

Supplier shall: (a) electronically provide Global Harmonization System (GHS) compliant safety data sheets, chemical safety data sheets, or equivalent documentation for all chemicals and applicable articles sold to Zebra under this Order; (b) implement a functioning environmental management system in accordance with ISO 14001 or equivalent; and (c) for Products used as parts or components for Zebra products (including packaging and any manuals that accompany such Products), comply with all provisions of Zebra's Controlled and Reportable Materials Disclosure Process. Supplier certifies that Products and their parts do not contain and are not manufactured with a process that uses any ozone-depleting substances (as identified in 40 CFR Part 82 Appendix A to Subpart A, or as subsequently identified by the U.S. Environmental Protection Agency).

**22. IMPORT/CUSTOMS/OFAC.**

Supplier shall comply with: (a) all import and customs laws, regulations and administrative determinations of the importing country; and (b) all security criteria of the importing country's government security program. If Supplier is providing Products to be delivered to, or Services to support delivery to, the United States, Supplier shall comply with the security criteria of the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism (C-TPAT) Program (available at [www.cbp.gov](http://www.cbp.gov)). If Supplier is the exporter of record for any shipments, Supplier shall obtain all export authorizations from the United States government or other governments that may be required to lawfully make such shipments. In addition to any other remedies Zebra may have, Supplier shall be liable for all Damages related to any representations made by Supplier with respect to documentation or other customs or governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms (Incoterms). Supplier agrees that Products supplied under this Order do not originate with: (i) a country or government subject to U.S. economic sanctions administered by the U.S. Department of the Treasury or U.S. Department of State (hereinafter "Restricted Country"); (ii) a Specially Designated National identified on the U.S. Department of the Treasury's Specially Designated Nationals List, (iii) any other U.S. government list restricting the acquisition of items from an entity or person located outside or inside the United States (hereinafter "Restricted National"); (iv) an entity or person that is owned or controlled by any Restricted Country or Restricted National; nor (v) a restricted country or debarred party under the International Traffic in Arms Regulations or U.S. Department of Defense Federal Acquisition Regulations. The U.S. Government requirements and additional information referenced in this Section are available at the following websites: [www.treasury.gov/ofac](http://www.treasury.gov/ofac); [www.pmdotc.state.gov](http://www.pmdotc.state.gov); [www.state.gov/t/isn/c15231.htm](http://www.state.gov/t/isn/c15231.htm); and [www.sam.gov/portal/public/SAM/](http://www.sam.gov/portal/public/SAM/).

**23. EEO COMPLIANCE REPORTS/DIVERSITY/UTILIZATION OF SMALL BUSINESSES.**

If applicable, Supplier shall comply with U.S. Federal Acquisition Regulation (FAR) 52.219-8 pertaining to Utilization of Small Business Concerns, and any other state and local, small and other business utilization laws and with FAR 52.222 et seq. pertaining to Segregated Facilities, Equal Opportunity, Equal Opportunity for Veterans, and Affirmative Action for Workers with Disabilities and maintain, at each establishment, affirmative action programs required by the rules of the U.S. Secretary of Labor (41 CFR 60-1 and 60-2). Zebra is an Equal Opportunity and Affirmative Action Employer. Supplier represents that all services are performed in compliance with Zebra's Equal Employment Opportunity Policy, which is available at <https://www.zebra.com/us/en/about-zebra/company-information/legal/legal-compliance.html>. To the extent applicable, **this contractor and all of their subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These requirements prohibit discrimination against qualified individuals based on their status as protected veteran or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

If applicable, Supplier shall comply with the provisions of 52.222-50 pertaining to Combating Trafficking in Persons. If applicable, Supplier shall maintain, at each establishment, affirmative action programs required by the rules of the U.S. Secretary of Labor (41 CFR 60 -1 and 60-2). If requested: (a) Supplier shall track and report to Zebra its Supply Chain's spend with minority-owned, women-owned and disabled veteran-owned business enterprises; or (b) Supplier and Zebra shall agree on a goal for



Supplier's Supply Chain spend, based upon a percentage of Supplier's total gross revenues under this Order. Supplier shall submit any requested reports via email to Zebra at [supplierdiversity@zebra.com](mailto:supplierdiversity@zebra.com).

**24. CONFLICT MINERALS.** Supplier shall determine the presence of tantalum, tungsten, tin and gold (the "**3TG Metals**") in its Products. If any 3TG Metals are present in its Products, Supplier shall exercise due diligence, as recommended by the Organization for Economic Cooperation and Development (e.g., Due Diligence Guidance for Responsible Supply Chains), to determine the country of origin of such 3TG Metals. Upon written request by Zebra, Supplier shall complete and submit a Conflict Minerals Reporting Template obtainable from the website of the Conflict Free Sourcing Initiative (CFSI). Additionally, Supplier shall employ all reasonable efforts to transition its 3TG sourcing to conflict-free smelters certified by CFSI or some other internationally recognized equivalent organization.

**25. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.** The rights and obligations of the parties under this Order shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods (CISG) or the United Nations Convention of the Limitation Period in the International Sale of Goods, as amended (collectively "the **Conventions**"). For the avoidance of doubt, the Conventions are hereby excluded. Except if otherwise provided hereunder, the rights and obligations of the parties under this Order will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of this Order will be governed by, the laws of the State of Illinois, including its provisions of the Uniform Commercial Code, but excluding its conflict of laws principles. Supplier hereby irrevocably consents to the exclusive jurisdiction of the courts located in Cook or Lake County, Illinois USA in connection with all actions arising out of or in connection with this Order, and waives any objections that venue is an inconvenient forum.

Zebra and Supplier shall attempt to settle any claim or controversy arising out of this Order through consultation and negotiation in good faith and in the spirit of mutual cooperation; provided, however, that this does not preclude either party from initiating a legal proceeding. Agreement by the parties to any alternative dispute resolution procedure will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect Zebra's rights. Supplier's performance under this Order will not be suspended during the pendency of any dispute. Notwithstanding the foregoing, Supplier agrees to arbitrate any actions arising out of or in connection with this Order in the event Zebra so demands.

If a Zebra Affiliate placing the Order is incorporated in Zebra's Europe, Middle East or Africa region ("**EMEA**"), the additional terms of Schedule 1 (below) will apply and this Order and terms will be construed and take effect in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the Courts of England and Wales for the determination of any disputes arising under any contract or this Order. For such Orders, Supplier agrees that it shall not initiate any action against Zebra in any other jurisdiction in EMEA, however, Zebra may at its discretion initiate action in any jurisdiction in EMEA. Supplier agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Supplier is resident or in which any property or an office of Supplier is located) by suit on the judgment or in any other manner provided by law.

If a Zebra Affiliate placing the Order is incorporated within Brazil, this Order and terms will be construed and take effect in accordance with the laws of the State of Sao Paulo excluding its conflicts of laws principles. For such Orders, Supplier hereby irrevocably consents to the exclusive jurisdiction of the applicable courts located in City of Sao Paulo, in connection with all actions arising out of or in connection with the Order in Brazil, and waives any objections that venue is an inconvenient forum. Supplier further agrees that it will not initiate any action against Zebra in any other jurisdiction.

If a Zebra Affiliate placing the Order is incorporated in Zebra's Asia Pacific region ("**APAC**"), this Order shall be governed by the laws of the country as set forth in Schedule 2 (below) without giving effect to the conflict of laws principles thereof. Supplier further agrees that it will not initiate any action against Zebra in any other jurisdiction in APAC. Supplier agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Supplier is resident or in which any property or an office of Supplier is located) by suit on the judgment or in any other manner provided by law.

**26. CONTROLLING LANGUAGE.** This Order is written in English, although translations may be available online. In case of any inconsistency between the English version and any translated version of

this Order and/or in the event of any dispute between the parties related in any way to this Order, the English version will control and prevail over any translated versions. Any translation is furnished solely for the Supplier's convenience.

## 27. PERSONAL DATA.

(a) Where required by an Information Protection Law and where Zebra determines the purposes for which and the manner in which any Personal Data is to be processed (as a 'data controller'), Supplier (as a 'data processor') shall strictly process such Personal Data only in accordance with Zebra's written instruction. For purposes of this Order, "**Personal Data**" means information that can reasonably be used, independently or together with other pieces of information, to identify (directly or indirectly) a natural person. For purposes of any applicable Information Protection Law, the specific definition of Personal Data (or its equivalent) under the corresponding Information Protection Law will control. Where Zebra and Supplier jointly determine the purposes for which and the manner in which any Personal Data is to be processed, Zebra and Supplier will each be considered a data controller of the Personal Data and each separately shall be responsible for complying with applicable Information Protection Law. By providing Products, Services and Software to Zebra as part of the Order, Supplier may process Personal Data of data subjects (including Zebra personnel and customers).

Nothing in this Order relieves Supplier of any obligations as data processor or data controller (as applicable) under any Information Protection Law. Supplier shall implement reasonable security procedures and practices to protect Zebra Information from unauthorized access, destruction, use, modification, and disclosure. Supplier, as a data processor, shall: (i) have in place appropriate and sufficient technical and organizational measures to ensure an appropriate level of security and to ensure the protection of the rights of the data subject, taking account of the state of the art, implementation costs, the nature, scope, context and purposes of the processing and the risks presented by the processing; (ii) conduct a data protection impact assessment when using new technologies to process the data or where the processing otherwise presents a high risk to the privacy of data subjects; (iii) not engage another processor without the prior written authorization of Zebra under a written contract; (iv) not transfer Personal Data outside of the European Economic Area, Switzerland or the United Kingdom without the prior written authorization of Zebra, and (v) at all times comply with applicable Information Protection Law. The parties acknowledge and agree that to the extent the transfer of Zebra Information to the Supplier is considered a "**Restricted Transfer**" (meaning a transfer of Personal Data from an entity who is established in the EEA or United Kingdom or Switzerland to an entity located outside the EEA, the United Kingdom or Switzerland), the parties hereby incorporate by reference and make a part of this Order the particular RTM Addendum Module, which shall be elected by the parties depending on the purposes for which and the manner in which any Personal Data is to be processed, as described in Schedule 3 (Relevant Transfer Mechanism Addendum) and the parties agree to document the transfers described in Schedule 3 in accordance with the required annexes. The European Union (EU) SCC may be found at the European Union official website, Eur-Lex, located at [https://eur-lex.europa.eu/eli/dec\\_impl/2021/914/oj](https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj). The UK Addendum may be found at the ICO's official website, located at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>.

Additionally, as a data processor, Supplier shall (A) assist Zebra to comply with requests from data subjects exercising their data subject rights under the relevant Information Protection Law; (B) ensure that personnel of Supplier processing the Personal Data are under obligations of confidentiality compliant with this Order; (C) notify Zebra without undue delay and in any case no later than 24 hours after becoming aware of a Personal Data breach, and such notifications will contain the appropriate details setting out the nature of the breach and details of the categories and number of data subject and records concerned, data processor contact details, likely consequences of the breach, and the steps taken to mitigate the adverse effects of the breach; and, if requested by Zebra, Supplier shall assist Zebra in notifying data subjects of a Personal Data breach caused by Supplier or any processor acting under Supplier's direction, at no cost to Zebra; (D) provide Zebra with all information that, in the reasonable opinion of Zebra, is necessary to demonstrate compliance with this Section and permit Zebra or its duly authorized representatives, on reasonable prior notice, to inspect and audit Supplier's data processing activities to validate Supplier's compliance with this Section 27; (E) cease processing the Personal Data immediately upon the termination or expiry of the Order and at the choice of Zebra, delete or return all Personal Data to Zebra upon completion of this Order and Supplier shall not retain any existing copies unless required by local Information Protection Law. Supplier acknowledges

that Personal Data that is transferred from a certain location may be subject to certain data localization requirements, which may vary depending on the particular location's Information Protection Law.

(b) Zebra and Supplier agree to implement and maintain the following supplementary contractual measures in respect of such Restricted Transfers to ensure compliance with Chapter 5 of the GDPR, the UK GDPR, and the equivalent provisions in applicable Information Protection Law: (i) If a Supplier is required by law or in response to a competent regulatory or government agency to disclose or surrender Personal Data transferred by Zebra, the Supplier shall (to the extent legally possible) not provide the Personal Data until instructed, in writing, to do so by Zebra and shall notify Zebra with enough (A) information; and (B) notice, to enable Zebra to challenge, at Zebra's sole discretion, the legal or competent regulatory or government agency requirement and will provide Zebra with all the cooperation and assistance as reasonably required; (ii) Zebra may impose further supplementary measures on the Supplier to ensure a level of protection essentially equivalent to that guaranteed by the GDPR, the UK GDPR, and other applicable Information Protection Law, including requiring the Supplier to implement additional appropriate technological or organizational measures to ensure a level of security appropriate to the risk; and (iii) Where the Supplier fails to comply with this Section, or where, despite this Section, a level of protection essentially equivalent to the "European Essential Guarantees" in the European Data Protection Board's Recommendations 02/2020 on the European Essential Guarantees for surveillance measures cannot be ensured, Zebra may be entitled to suspend or terminate transfers of Personal Data to the Supplier.

(c) Supplier agrees to process Personal Data in accordance with applicable data localization requirements as set out under the Information Protection Law, including: (i) taking steps to ensure Supplier handles the data in accordance with the applicable data localization requirements; and (ii) remediate any unauthorized processing by the Supplier or any permitted third-party data processor. Supplier shall assist Zebra in complying with applicable data localization requirements. Supplier shall be liable for and shall indemnify Zebra and hold Zebra harmless against any and all claims, actions, liabilities, losses, damages and expenses (including legal expenses) incurred by Zebra which arise directly or indirectly out of or in connection with Supplier's data processing activities under this Section.

In this Section 27, "**Information Protection Law**" means any relevant data protection legislation (including the General Data Protection Regulation (EU 2016/679) ("**GDPR**"), the UK GDPR as defined by Section 3(10) of the UK Data Protection Act, Brazil's Lei Geral de Proteção de Dados ("**LGPD**"), and the Swiss Data Protection Act and its Ordinances (together "**Swiss DPA**")), as amended from time to time; and the terms "**Personal Data breach**", "**processing**", "**data processor**", "**data subjects**" and "**data controller**" have the meanings ascribed to them in the applicable Information Protection Law; "**Restricted Transfer Agreement**" means the terms regarding the Restricted Transfer of Personal Data from an entity who is established in the EEA, United Kingdom or Switzerland to an entity located in a country which is not considered by the EU Commission (or in respect of Personal Data transfers caught by the requirements of UK and/or Swiss Data Protection Legislation, the relevant UK and/or Swiss governmental or regulatory body as applicable), to offer an adequate level of protection in respect of the processing of Personal Data; "**EU Standard Contractual Clauses**" or "**EU SCC**" means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021; "**personnel**" shall mean employees, officers, agents, contractors, sub-contractors, consultants and any other temporary staff; "**Swiss Amendments**" mean the necessary adaptations and amendments to the EU SCC for use under the Swiss DPA, as required by the Federal Data Protection and Information Commissioner ("**FDPIC**") in its statement of 27 August 2021 (and as may be amended by the FDPIC from time to time); and "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the ICO under or pursuant to section 119A(1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms).

**28. MISCELLANEOUS.** Supplier shall not issue a press release or make any other disclosure regarding this Order, or regarding Zebra or Zebra's business generally, without Zebra's prior written consent. Supplier shall maintain all records related to this Order, as required by this Order, law, rule, or regulation and provide copies upon Zebra's request. Supplier may not assign this Order or any of its rights or obligations hereunder, or subcontract any of its obligations under this Order, without the prior written approval of Zebra. Any attempted assignment, delegation or transfer without the required approval will be null and void. Zebra may assign its rights or obligations under this Order, in whole or

in part, without the need for Supplier's approval and at no additional cost to Zebra or the assignee. UNDER NO CIRCUMSTANCES WILL ZEBRA BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS. ZEBRA'S TOTAL LIABILITY FOR DAMAGES UNDER THIS ORDER WILL NOT EXCEED THE PRICE PAID BY ZEBRA ALLOCABLE TO THE SPECIFIC PRODUCTS, SOFTWARE, ACTIVITY OR SERVICES GIVING RISE TO THE CLAIM. Any notice, approval, or consent required or permitted under this Order must be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties set forth in this Order (or such other addresses a party may designate in writing). Supplier is an independent contractor in the performance of its obligations under this Order, and Zebra is to have no control over the methods and means Supplier uses to fulfill its obligations under this Order. Supplier (including its employees and contractors) shall not be considered employees of Zebra or any of its Affiliates or entitled to participate in any Zebra employee benefits or plans of any kind. Zebra's failure to enforce or insist on performance of any of the terms or conditions in this Order will not operate as a waiver of that or any other right.

**29. SURVIVAL.** Upon fulfillment, expiration, or termination of this Order for any reason, all provisions of this Order that are explicitly marked to survive or whose meaning and intent requires them to survive shall survive, including but not limited to, the representations, warranties, indemnities, and Sections 4-6, 8, 11, 16 and 25-28.

## SCHEDULE 1: SPECIAL CONDITIONS FOR EMEA

1. **TRANSFER OF EMPLOYEES.** The parties agree and acknowledge that the nature of any Services under this Order does not, and will not, involve the transfer of Supplier staff to Zebra on any basis (and the parties resolutely disclaim any legal or commercial intention to that effect). Accordingly, and for the avoidance of any doubt, the parties concur in their good faith belief that commencement of Services under this Order will not trigger the application of Employment Regulations in respect of Supplier staff or Zebra employees and the parties shall organize the provision of the Services in such a manner as is consistent with this intention ("**Employment Regulations**" means any national legislation (if any) applicable in any Zebra location implementing or having the effect of implementing the provisions of the EC Acquired Rights Council Directive 77/187/EC and 2001/23/EC or other equivalent or analogous national laws in any relevant jurisdiction, which may affect any party's employees.)

(a) The parties agree and acknowledge that the nature of the Services under this Order does not, and will not, involve the transfer of Zebra assets or staff to Supplier or any subcontractor on any basis (and the parties resolutely disclaim any legal or commercial intention to that effect). Accordingly, and for the avoidance of any doubt, the parties agree that the termination of all or any part of this Order will not be a Relevant Termination for the purposes of the Employment Regulations ("Relevant Termination" means a termination of all or any part of an Order to which Employment Regulations apply Nevertheless, notwithstanding the foregoing sentence, in the event that this Order is terminated including but not limited to the expiry of this Order in accordance with its terms, Supplier shall indemnify Zebra for itself and for any replacement supplier against any cost, loss, damage, expense, order or award (including, without limitation, any claim for a redundancy payment, unfair dismissal compensation, or notice monies) suffered or incurred by reason of any proceeding, claim or demand by any Supplier employee, arising from the termination of this Order and provided that the Supplier employee employment is terminated within thirty (30) days of (a) the alleged date of transfer or (b) (if later) the date on which Zebra became aware of the person's claim and save for any liabilities arising directly from an act or omission on the part of Zebra which amounts to discrimination and/or less favorable treatment contrary to any applicable legislation and/or which amounts to a dismissal or detriment to which the person was subjected by Zebra because they made a protected disclosure under any applicable legislation.

(b) If, on the expiry of this Order or earlier termination or variation of this Order, the contract of employment of any employee of the Supplier assigned to undertake the provision of the Services in accordance with this Order ("**Transferring Employee**") shall transfer to a replacement supplier or back to Zebra by virtue of the Employment Regulations, Supplier shall indemnify Zebra in respect of, and shall on request by Zebra provide to the replacement supplier a written and binding indemnity in respect of, each and every claim by any such Transferring Employee employed by the Supplier whose cause of action arises prior to such transfer provided that, Zebra or, as appropriate, the replacement supplier, shall immediately notify the Supplier in respect of any such claims and on request of the Supplier shall allow the conduct of any litigation or court proceedings to be handled by the Supplier or their lawyers and providing that any such claim has not arisen directly from an act or omission on the part of Zebra prior to the transfer date which amounts to discrimination and/or less favorable treatment contrary to any applicable legislation and/or which amounts to detriment to which the person was subjected by Zebra because they made a protected disclosure under any applicable legislation.

## 2. **ARBITRATION CLAUSE FOR RUSSIA TERRITORY**

(a) The terms shall be construed and take effect in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the Courts of England and Wales for the determination of any disputes arising under any contract or this Order.

(b) Any dispute rising out of this Order including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be London. The language used in the arbitral proceedings shall be English.

## SCHEDULE 2: SPECIAL CONDITIONS FOR APAC

**1. GOVERNING LAW AND DISPUTE RESOLUTION.** If the Zebra ordering entity is located in the Territory below, the corresponding Governing Law and Applicable Dispute Resolution Clause shall apply:

### **2. TERRITORY.**

(a) For **Australia**, the governing law will be the laws of the State of Victoria. The parties hereby submit to the jurisdiction of the courts of the State of Victoria, Australia. Notwithstanding the foregoing, disputes concerning the ownership or scope of intellectual property right shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of Illinois for all intellectual property matters.

(b) For **India**, the governing law will be the laws of India. The parties hereby submit to the jurisdiction of the courts of New Delhi, India. Notwithstanding the foregoing, disputes concerning the ownership or scope of intellectual property rights shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of Illinois for all intellectual property matters.

(c) For **Japan**, the governing law will be the laws of Japan. The parties hereby submit to the jurisdiction of the courts of Tokyo, Japan. Notwithstanding the foregoing, disputes concerning the ownership or scope of intellectual property rights shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of Illinois for all intellectual property matters.

(d) For the **People's Republic of China**, the governing law will be the laws of the People's Republic of China. In the event this Order and performance thereunder does not involve any "foreign factors" per the local mandatory laws of China, the governing law shall be the laws of the People's Republic of China and the parties hereby submit to the jurisdiction of the courts of Beijing, the People's Republic of China. Notwithstanding the foregoing, disputes concerning the ownership or scope of intellectual property rights shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of Illinois for all intellectual property matters. The foregoing "foreign factors" per the local laws of China, include but without limitation at least one of the following: (i) Either or both parties are foreign entities / individuals; (ii) Order being accepted in territories outside mainland China; (iii) Subject matter of this Order is assets located in territories outside mainland China; (iv) Performance under this Order is in territories outside mainland China; or (v) Other conditions that may be deemed as "foreign factors" per the local laws of China.

(e) For **New Zealand**, the governing law will be the laws of New Zealand. The parties hereby submit to the jurisdiction of the courts of New Zealand. Notwithstanding the foregoing, disputes concerning the ownership or scope of intellectual property rights shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of the State of Illinois, United States of America, for all intellectual property matters.

(f) For **Vietnam**, the governing law will be the laws of Vietnam. In the event of any of the following, this Order and performance thereunder shall be governed by the laws of Vietnam, with express exclusion of any provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention of the Limitation Period in the International Sale of Goods, as amended: (i) This Order or performance thereunder does not involve any "foreign elements" per the local mandatory laws; (ii) This Order involves rights to properties being immovables in the Vietnamese territory; (iii) This Order is for transportation services where the carriers have their head offices or branches in Vietnam. The "foreign elements" per the local laws include but without limitation to at least one of the following: (A) Either or both parties are foreign entities / individuals, or Vietnamese residing overseas; (B) Basis for the establishment, modification or termination of this Order arose in a foreign country; (C) Assets involved in this Order are located in a foreign country; or (iv) Other conditions that may be deemed as "foreign factors" per the local laws. The parties hereby submit to the jurisdiction of the courts of Vietnam.

(g) For other APAC Regions, the governing law will be the laws of Singapore. The parties hereby submit to the jurisdiction of the courts of Singapore. Notwithstanding the foregoing, disputes concerning the

ownership or scope of intellectual property rights shall be settled by submission to any court of competent jurisdiction in the State of Illinois, United States of America. Supplier agrees to submit to the jurisdiction of the courts of Illinois for all intellectual property matters.

### **3. JAPAN-SPECIFIC PROVISION – ADDITIONAL REPRESENTATIONS AND WARRANTIES:**

(a) Supplier and Zebra each represent and warrant that the party does not nor will in the future fall under any of the following items:

(i) The party and any of its officers (directors, executive officers or auditors) is an organized crime group (Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a member of an organized crime group (Article 2, Item 6 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), a person for whom 5 years have not yet passed since that person ceased to be a member of an organized crime group or any other person equivalent thereto, or a person who is closely related to an organized crime group or a member of an organized crime group (hereinafter, individually and collectively referred to as “Organized Crime Group Member(s)”);

(ii) It is recognized that the party’s business is controlled by the Organized Crime Group Members, etc.;

(iii) It is recognized that the party uses the force of the Organized Crime Group Members in relation to its business, that the party uses the Organized Crime Group Members, for the purpose of unjustly gaining any property benefit, or that the party engages the Organized Crime Group Members for the purpose of using the force thereof;

(iv) It is recognized that the party is involved with the Organized Crime Group Members, by ways such as providing funds, offering convenience or giving unjustly preferential treatment to the Organized Crime Group Members; or

(v) Performance of this Order promotes the activities of the Organized Crime Group Members or contributes to the operation of an organized crime group.

(b) If any of the following items occurs to Supplier or Zebra, the other party may immediately terminate this Order without any notice or demand: (i) Violation of Section 3 of Schedule 2 above; or (ii) Engagement in any of the following acts on its own or through a third party: (A) act of making a demand to the other party in a violent manner; (B) act of making an unreasonable demand to the other party beyond legal responsibilities; (C) act of using intimidation or violence against the other party; (D) act of defaming the reputation of or interfering with the business of the other party by spreading rumors, or by using fraudulent or forceful means; or (E) other act equivalent to each of (A) through (D) above.

**SCHEDULE 3: RELEVANT TRANSFER MECHANISM ADDENDUM1.** The Controller-to-Controller module (module 1) of the EU SCC will apply in respect of relevant Restricted Transfers subject to the EU GDPR and the elections in respect of those modules are as follows: (i) Clause 7 (Docking Clause) will apply; (ii) Clause 11 – Optional clause will not apply; (iii) Clause 17, Option 1 applies and the EU SCC are governed by Irish law; (iv) Clause 18(b), disputes will be resolved before the courts of Ireland; (v) Annex 1.A and Annex 1.B, unless otherwise agreed by the parties in writing, the details of the parties and the transfer are deemed populated with the relevant information set out in the Order and information ancillary to the Order; (vi) Clause 13(a) and Annex 1.C, the Irish Data Protection Commissioner will act as competent supervisory authority.

**2.** The Controller-to-Processor module (module 2) and Processor-to-Processor module (module 3) of the EU SCC will apply in respect of relevant Restricted Transfers subject to the EU GDPR and the elections in respect of those modules are as follows: (i) Clause 7 (Docking Clause) will apply; (ii) Clause 9(a) (Use of sub-processors) will reflect the Specific Prior Authorization option and the data importer shall be required to submit the request for prior authorization at least 30 days prior to the engagement of the sub-processor; (iii) Clause 11 – Optional clause will not apply; (iv) Clause 17, Option 1 applies and the EU SCC are governed by Irish law; (v) Clause 18(b), disputes will be resolved before the courts of Ireland; (vi) Annex 1.A and Annex 1.B, unless otherwise agreed by the parties in writing, the details of the parties and the transfer are deemed populated with the relevant information set out in the Order and information ancillary to the Order; (vii) Clause 13(a) and Annex 1.C, the Irish Data Protection Commissioner will act as competent supervisory authority; (viii) Annex 2, the description of the technical and organizational security measures will be in accordance with the Order and ancillary information; (ix) Annex 3, unless otherwise agreed by the parties in writing, the list of sub-processors will be in accordance with this Order and information ancillary to the Order.

**3.** The Processor-to-Controller module (module 4) of the EU SCC will apply in respect of relevant Restricted Transfers subject to the EU GDPR and the elections in respect of those modules are as follows: (i) Clause 7 (Docking Clause) will apply; (ii) Clause 11 – Optional clause will not apply; (iii) Whether the EU data processor combines the Personal Data received from the third country data controller with the Personal Data collected by the data processor in the EU is notified in writing; (iv) Clause 17, the EU SCC are governed by Irish law; (v) Clause 18, disputes will be resolved before the courts of Ireland; and (vi) Annex 1.A and Annex 1.B, unless otherwise agreed by the parties in writing, the details of the parties and the transfer are deemed populated with the relevant information set out in the Order and information ancillary to the Order.

**4.** For the purpose of the UK Addendum, the following provisions and elections are hereby made by the parties:

(a) The Controller-to-Controller module (module 1) of the EU SCC (as amended by the UK Addendum) shall apply in respect of relevant Restricted Transfers subject to the UK GDPR and the elections in respect of those modules are as follows: (i) Clause 7 (Docking Clause) shall apply; (ii) Clause 11 – Optional clause shall not apply; (iii) unless otherwise agreed by the parties in writing, the Appendix Information required for Table 3 of the UK Addendum is set out in the Order and information ancillary to the Order; and (iv) for the purpose of Table 4 of the UK Addendum, the parties agree that both the data exporter and the data importer may end the UK Addendum as set out in Section 19 of the UK Addendum.

(b) The Controller-to-Processor module (module 2) and Processor-to-Processor module (module 3) of the EU SCC (as amended by the UK Addendum) shall apply in respect of relevant Restricted Transfers subject to the UK GDPR and the elections in respect of those modules are as follows: (i) Clause 7 (Docking Clause) shall apply; (ii) Clause 9(a) (Use of sub-processors)—will reflect the Specific Prior Authorization option and the data importer shall be required to submit the request for prior authorization at least 30 days prior to the engagement of the sub-processor; (iii) Clause 11 – Optional clause shall not apply; (iv) Unless otherwise agreed by the parties in writing, the Appendix Information required for Table 3 of the UK Addendum is set out in the Order and information ancillary to the Order; and (v) for the purpose of Table 4 of the UK Addendum, the parties agree that both the data exporter and the data importer may end the UK Addendum as set out in Section 19 of the UK Addendum.

(c) The Processor-to-Controller module (module 4) of the EU SCC (as amended by the UK Addendum) shall apply in respect of relevant Restricted Transfers subject to the UK GDPR and the elections in respect



of those modules are as follows: (i) Clause 7 (Docking Clause) shall apply; (ii) Clause 11 – Optional clause shall not apply; (iii) unless otherwise agreed by the parties in writing, the combination of Personal Data question of Table 2 of the UK Addendum is set forth in the Order and information ancillary to the Order; (iv) the Appendix Information required for Table 3 of the UK Addendum is set out in Annex 1; and (v) for the purpose of Table 4 of the UK Addendum, the parties agree that both the data exporter and the data importer may end the UK Addendum as set out in Section 19 of the UK Addendum.

**5.** The Relevant Transfer Mechanism shall cease to apply to the processing of Personal Data under the Agreement if and to the extent that the relevant transfer of the Personal Data ceases to be a Restricted Transfer.

**6.** For the purposes of the Swiss Amendments to the EU SCC, the parties agree that the relevant module(s) of the EU SCC, as completed and compiled in Sections (1), (2), and (3) of this Schedule 3, will apply in respect of relevant Restricted Transfers subject to the Swiss DPA, with the following amendments: (a) any references to the GDPR will be interpreted as references to the Swiss DPA; (b) references to the EU and EU Member States will be interpreted to mean Switzerland; (c) the competent supervisory authority according to Clause 13(a) and Part C of Annex I of the EU SCC is the Federal Data Protection and Information Commissioner insofar as the data transfers are governed by the Swiss DPA; and (d) the term EU member State will not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCC.

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