



**ZEBRA**

## **BIOMETRIC RIDER**

1. This Biometric Rider (this “Rider”) applies to any agreement to which it is attached or referenced by the parties. Carefully read the terms of this Rider before enabling any Biometric Log On (defined below) capabilities.
2. This Rider does not constitute legal advice and Company and / or End-User Customer is required to determine its own requirements for compliance with and usage of any Personal Data, including Biometric Data, in any countries, states, jurisdictions or regulated facilities in which it operates, collects, stores, transfers, or processes such data.
3. The following definitions and rules of interpretation apply in this Rider:

### **3.1 Definitions**

**“Biometric Data”** will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Legislation. For the purposes of this Rider, “Biometric Data” includes any handling of particular biometric information including, but not limited to, “Biometric Identifiers” and/or “Biometric Information.”

**“Biometric Identifier”** means an individual’s biological, physical, or behavioral characteristics. For the purposes of this Rider, Biometric Identifiers include fingerprints, voiceprints, images of the iris, fingerprints, facial images, handprints, palm lines, palm vein patterns, and voice recordings from which an identifier template, such as a faceprint, a minutiae template, or a voiceprint can be extracted, also including retinal or iris scans and scans of hand or facial geometric identifiers.

**“Biometric Information”** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s Biometric Identifier that is used to identify an individual.

**“Biometric Log On”** allows for the use and processing of certain Biometric Data to provide access or to verify a user.

**“Company”** means the legal entity purchasing the Products, Software and/or Services for resale from Zebra (or from a distributor, sub-distributor, reseller, or complementary partner of Zebra).

**“Data Protection Legislation”** means:

- (i) the UK Data Protection Legislation;
- (ii) the Swiss Data Protection Legislation;
- (iii) the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- (iv) the EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (when in force) (the “EU GDPR”);
- (v) all relevant laws or regulations implementing or supplementing the legislation mentioned in (i) - (iv) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services; and
- (vi) any other laws anywhere in the world relating to data protection, the processing of Personal Data, Biometric Data and privacy and/or electronic communications in force from time to time and applicable to the Data Processing Services; and
- (vii) any codes of conduct or guidance issued by the Regulator or other governmental entity related to (i) to (vi) above.



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**“End-User Customer”** means a customer who purchases the Products, Software and/or Services for its own use and not for resale, either directly from Zebra or from Company.

**“Personal Data”** means personal data (including Biometric Data as per applicable Data Protection Legislation) supplied to Zebra, either directly by the End-User Customer or by the Company in connection with the Program, that is subject to Data Protection Legislation.

- 3.2 This Rider shall form part of and be incorporated into any agreement to which it is attached or referenced by the parties and shall amend and supersede the relevant provisions relating to the processing of Biometric Data contained in the agreement and any other related document, including, without limitation, any purchase order submitted by Company or End-User Customer.
- 3.3 Save where defined in this Rider, the definitions under the agreement shall continue to apply. In the event of a conflict between the meaning of a definition under the agreement and this Rider relating to the processing of Biometric Data under the Agreement and this Rider or the subject matter of this Rider, the definition under this Rider shall take precedence.

#### 4. Handling of Biometric Data

- 4.1 Company and / or End-User Customer is hereby put on notice that Company and / or End-User Customer may be required by Data Protection Legislation to: (i) provide notice to data subjects, including with respect to retention periods and destruction, prior to undertaking the user registration process for Biometric Log On; (ii) obtain consent from data subjects prior to undertaking the user registration process for Biometric Log On; and (iii) delete the Biometric Data, all as appropriate and required under applicable Data Protection Legislation.
- 4.2 All Personal Data, including Biometric Data of Company's and / or End-User Customer users, constitutes Company and / or End-User Customer property, for which Company and / or End-User Customer is solely responsible.
- 4.3 Biometric Data, including Biometric Identifiers and Biometric Information may now or in the future be subject to federal and state laws or regulations (including union requirements), depending on Company's and/or End-User Customer's specific handling of such information and the citizenship of its users. Enabling Biometric Log On to access and use any functionality leveraging Biometric Information, allows Company, End-User Customer and thereby Zebra, to use and process information derived from a user's finger, face, and/or other physical attributes, which may constitute Biometric Data.
- 4.4 Only when Biometric Log On is enabled by Company and /or End-User Customer, Zebra uses Biometric Data for the purposes of verifying a user and providing user access to functionalities or features and/or optionally improving the performance of the tool itself. Zebra only stores data markers, it does not store end-user images of faces or fingerprints. Zebra does not disclose, re-disclose, or otherwise provide access to such data markers to any unaffiliated third parties unless required by law or where such access is specifically consented to by the user (directly or indirectly via Company and / or End-User Customer). Zebra stores, transmits, and protects Biometric Data from disclosure using a reasonable standard of care and in a manner that is the same as or exceeds the standards used to store, transmit, and protect other confidential and sensitive information held by Zebra and/or its affiliates. Technology leveraging Biometric Data may fail in certain circumstances and under certain lighting conditions or if the user's features change. Zebra is not responsible for any malfunctions or errors. Additionally, Zebra and its vendors, affiliates, subcontractors, and licensors may have access to Biometric Data to store Biometric Data, delete/maintain backup copies, and/or to service the systems, drives or databases on which the



data is collected, used, or stored. Company and / or End-User Customer users enrolled in Biometric Log On may be required to log in using alternative means if Biometric Log On is unable to match their data. Company and / or End-User Customer users who do not explicitly consent to use and processing of their Biometric Data shall be allowed to log on via an alternative mechanism such as badge scans, QR codes, or a personal identification number ("Pin").

- 4.5 Company and / or End-User Customer may be required to obtain express written consent and to provide written and public disclosures about use, storage, retention and destruction of Biometric Data and it is Company's and / or End-User Customer's respective responsibilities to implement policies, processes and procedures governing Company's and / or End-User Customer's Biometric Data. Company and / or End-User Customer must determine its own requirements to ensure compliance with internal policies and any laws applicable to Personal Data (as defined under Data Protection Legislation and Biometric Data.
- 4.6 Company and / or End-User Customer shall determine the correct method to provide any notices or obtain any written release or explicit consent for collection, storage and use and/or any other processing as required under Data Protection Legislation, including obtaining the affirmative release of minors employed by Company and / or End-User Customer. This notice is typically provided in an employee handbook and as part of the onboarding process, whereby a signed affirmation of receipt of the notice, explicit consent, and release can be made a condition of employment. Company and / or End-User Customer is also responsible for permanently destroying Biometric Data it possesses within a reasonable period of time or when the purpose for obtaining or collecting such data has been fulfilled, but not later than required by applicable law. Company and / or End-User Customer is solely responsible for directing Zebra and its affiliates to permanently delete any of Company's and / or End-User Customer's Biometric Data following Company's and / or End-User Customer's last interaction with an individual enrolled in Zebra's Biometric Log On system.
- 4.7 Company and / or End-User Customer may be required to perform a data impact assessment and/or obtain approval from works councils, unions, and/or local data protection authorities. Under such laws, End-User Customer shall be the Data Controller and shall determine the purpose and means of processing Personal Data as well as an express statement of explicit consent in conformance with such laws, which includes processing by Zebra. Company agrees to comply with the foregoing and any other requirements regarding the operation of its business and procures that it shall ensure that the End-User Customer complies with the foregoing and any other requirements regarding the operation of its business too.
- 4.8 To the extent Zebra determines, in its sole discretion, that it must discontinue the Biometric Log On feature to comply with any laws or other regulations, Zebra hereby reserves the right to change, supplement, modify (including without limitation appearance), or suspend, limit, remove, disable or permanently discontinue access to or use of the Biometric Log On at any time without notice or liability to Company and / or End-User Customer.