

Sales to Government Attachment

All transactions with any government, governmental or regulatory entity or body, department, commission, board, agency or instrumentality of the United States of America or of any state, local or regional division thereof (hereinafter a “US Governmental Authority”) or any transaction in which a US Governmental Authority is the End User or is directly or indirectly providing funds for the transaction, whether through a prime contract, a subcontract or by a grant, award or other means (hereinafter, a “Government Contract”), shall be subject to the following additional terms and conditions.

Unless Zebra expressly agrees pursuant to a duly authorized writing, no exceptions to the terms and conditions set forth in this Sales to Government Attachment (this “Attachment”) shall be binding upon Zebra.

Unless otherwise noted herein, all terms used, but not defined in this Attachment shall have the meaning ascribed thereto in the Program Master Terms & Conditions and any applicable Addendum/Addenda. Except as expressly set forth in this Sales to Government Attachment, the terms and conditions of the Program Master Terms & Conditions and the Addendum/Addenda agreed to by Company shall remain in full force and effect.

1. Government Contracts and Government Sales. Company is welcome to seek and obtain business opportunities selling Products through Government Contracts by lawful means, including but not limited to, Multiple Agency Contracts (“MACs”) such as Federal Supply Schedules (“FSSs”) contracts and Government-Wide Acquisition Contracts (“GWACs”), as well as Blanket Purchase Agreements (“BPAs”), and agency-specific Indefinite Delivery Indefinite Quantity Contracts (“IDIQs”) or other types of Government Contracts (hereinafter, “Government Sales”); provided, however, that:

- (a) Company’s sales of Products pursuant to a Government Contract shall be made solely at Company’s risk;
- (b) Company shall be solely responsible for: (i) compliance with all terms and conditions of any Government Contract, whether express, implied or applicable by operation of law, (ii) compliance with all applicable laws, statutes, rules, and regulations, (iii) submission of and accuracy of any representations, certifications and qualifications, (iv) the delivery of Products and (v) any disputes arising under any Government Contract;
- (c) Company is not authorized to and shall not, and shall not purport to, obligate Zebra with regard to any Government Contract or Government Sales, and in no event shall Zebra be deemed to be a party to or have privity of contract with any US Governmental Authority under any Government Contract or Government Sale entered into by Company, nor shall Zebra be deemed to have accepted any purported flow-down of contractual provisions or other requirements from any such Government Contract or Government Sale or any other obligations of Company, unless specifically agreed upon by Zebra in writing;
- (d) Company shall indemnify Zebra or any of its Affiliates from and against any and all claims, actions, demands, losses, damages, liabilities, and expenses, including, without limitation, legal expenses, which Zebra or its Affiliates may suffer or incur as a result of Company’s performance, or failure to

perform, under the terms of this Attachment; provided, however, that Company shall not be required to indemnify Zebra with regard to any claim arising under a valid Zebra warranty;

- (e) All sales by Company that are Government Sales must be reported to Zebra in accordance with Zebra's Point of Sale (POS) reporting requirements, including details regarding Product delivered, and the Government Contract under which the sales were made, as well as the respective End Users.

2. Compliance and Certification Disclaimer. Unless otherwise specifically agreed upon by Zebra and duly authorized and expressly set forth in writing, Zebra makes no representations or warranties regarding the conformance or compliance of any Products to any law, statute, rule, or regulation or any requirement, specification, restriction or certification specified by a US Government Authority or End User, including but not limited to any domestic source restriction such as the Buy American Act, the Trade Agreements Act or any other procurement source restriction or requirement, for example as set forth in a solicitation, contract, order or ordering agreement. Any such representation by Zebra pertaining to the compliance or conformity of Products must be specifically agreed upon by Zebra and duly authorized and expressly set forth in writing and must contain the details of any such conformity or compliance. For example, on a case-by-case basis and upon written request from Company, Zebra may in its sole discretion provide a General Services Administration ("GSA") Letter of Supply ("LoS"), or other Government Contract supply authorizations to Company for Company's use in authorizing the addition of specified Products to Company's GSA or other identified Government Contract. Such a supply authorization by Zebra will include Zebra's commitments regarding delivery schedules and other related representations (e.g., Trade Agreements Act). Such supply authorizations from Zebra to Company will apply to and can only be used for the specific sales transactions agreed upon by Zebra and are not valid for and cannot be used for other transactions. Zebra's general commercial warranties, available on www.zebra.com/partnerconnect-tc, are the only warranties made with regard to and applicable to the Products.

3. Global Trade Compliance. With respect to all sales by Company to US Governmental Authority in which Product sales are made for the purposes of deployment to or use in, or Product deliveries are made by or on behalf of Company to, locations outside the Territory, Company shall comply with the following additional global trade compliance requirements:

- (a) Company shall be exclusively responsible for effecting or securing all necessary governmental permits, licenses, or registrations required in connection with the execution or performance of any transaction contemplated under the Participation Terms and Conditions, including the exportation from the United States of the Products with FCA, Zebra specified shipping location, Incoterms 2010, as well as the importation into and purchase and sale of the Products in the country where the End User is located.
- (b) Company recognizes and confirms that Products may be deployed only in countries that, as of the date of deployment, have all the necessary regulatory approvals. Company shall not purchase Products for deployment in locations that are not an approved, from a regulatory perspective or otherwise, geographical region for use of the Product being ordered, per Zebra product information.
- (c) If Company requests to drop-ship Products in countries that are outside the Territory, Company shall be the exporter of record and shall provide Zebra with Company's commercial invoice of the final sale in the country of destination, packing list, export authorization, if any, and any other document that Company shall deem necessary to provide for export from the FCA Zebra specified shipping location and import into the country of final destination, enabling Zebra's ability to drop-ship Products from said Zebra's location(s). If regulatory approvals for such Products have not yet been obtained in the country of destination, Company shall obtain, at its own cost and name, any required regulatory approvals, governmental clearances, authorizations/test and development and site licenses, and any other approval required, prior to Products' deployments.
- (d) Without limiting the generality of the foregoing, in the event that: (i) local governmental agencies mandate the addition of labels; or (ii) local governmental agencies mandate the removal of any installed Product due to such Product not being approved for use in the applicable locality; Company shall be solely responsible for compliance with such mandates, including all costs of compliance.

(e) Company shall indemnify Zebra or any of its Affiliates from and against any and all claims, actions, demands, losses, damages, liabilities, and expenses, including, without limitation, legal expenses, which Zebra or its Affiliates may suffer or incur as a result of Company's performance or failure to perform under this provision.

4. **Violations, Suspension, Debarment.** In the event of a violation of law or a suspension, debarment, exclusion or disqualification of Company, or any other prohibition of Company from participating in any Government Contract imposed by any US Governmental Authority, Zebra may immediately terminate Company's participation in the Program and any other Zebra sales programs.

5. **Nonapplicability of Sales of Services Provision.** Notwithstanding anything to the contrary contained in the Participation Terms and Conditions, Section 16 of the Reseller Community Addendum (**Sales of Services**) shall not apply to Government Sales or to Government Contracts.

END OF SALES TO GOVERNMENT ATTACHMENT