

Professional Services Terms

Unless Zebra otherwise agrees in writing, the following terms and conditions, the Statement of Work and/or the applicable SDD (together the “**Professional Services Terms**”) shall apply to all quotations, agreements, purchase orders and sales of Services by Zebra. Zebra hereby objects to any terms proposed by in a Purchase Order or in response to Zebra’s acknowledgment of a Purchase Order, which add to, vary from, or conflict with these Professional Services Terms. Any such proposed terms shall not operate as a rejection of these Professional Services Terms but are deemed a material alteration thereof, and acceptance of all Purchase Orders by Zebra shall be deemed without such additional, different, or conflicting terms. Neither Zebra’s commencement of performance, nor shipment of any products associated with the Services shall be deemed or construed to be acceptance of any additional or inconsistent terms and conditions.

Section 1 DEFINITIONS

Capitalized terms used in these Professional Services Terms have the following meanings:

“**Affiliates**” shall mean any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with one of the parties. For the purposes of this definition “control” (including with correlative meanings, “controlling”, “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of such entity, directly or indirectly, whether through the ownership of a majority of voting securities, by contract or otherwise; and it being understood and agreed that, with respect to a corporation, limited liability company or partnership, control shall include direct or indirect ownership of more than 50% of the voting stock, limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

“**Contract Price**” shall mean the Zebra list price for the Services, subject to any additions, discounts and discount programs, deletions, or changes that may from time to time be made, on the date of acceptance by Zebra of the Purchase Order therefore. When list prices are not available for particular Services, the Contract Price shall mean the price specified in the Statement of Work.

“**Customer**” shall mean the entity that places the Purchase Order on Zebra and may refer to Distributor or Reseller, as applicable. When Services are provided on the Indirect Model, the term Customer shall also include End User.

“**Customer Data**” shall mean any data or information of Customer and its Affiliates that is provided to or obtained by Zebra or Zebra personnel in the performance of its obligations under these Professional Services Terms.

“**Deliverables**” shall mean all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Zebra prepares for Customer in the performance of the Services and is obligated to provide to Customer under these Professional Services Terms. The Deliverables, if any, are more fully described in the Statement of Work and/or the SDD.

“**Distributor(s)**” shall mean Zebra authorized distributors listed on Zebra’s website at <http://www.zebra.com> or any equivalent thereof and located in the Territory which may purchase Services from Zebra on the Indirect Model.

“**Effective Date**” shall mean the day on which Services delivery commences.

“**End User(s)**” shall mean entities that purchase Services via the Indirect Model and acquire the Services for their own use and not for resale.

“Indirect Model” also referred to as the **“Sell Through Services”** shall mean when Services are purchased from Zebra for further resale to End Users on the sole basis of these Professional Services Terms.

“Proprietary Rights” shall mean patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, and other intellectual property rights.

“Purchase Order” shall mean an order to purchase Services on an Indirect Model or as Subcontracted Services in accordance with the provisions of Section 2.1 of these Professional Services Terms.

“Reseller” shall mean an entity that purchases the Services from Zebra or from a Distributor for further resale to End User(s) via the Indirect Model.

“SDD” shall mean the Service Description Document that is referenced by a SKU (Services part number) listed on a Purchase Order and acknowledged by Zebra.

“Services” shall mean the services to be provided by Zebra under these Professional Services Terms, the nature and scope of which are more fully described in the Statement of Work and/or the SDD.

“Statement of Work” shall mean the description of the work to be executed by Zebra and Customer with regard to the Services. The Statement of Work describes the Services and Deliverables (if any) that Zebra will provide to Customer under these Professional Services Terms, and the other work-related responsibilities that the parties owe to each other. A Statement of Work may contain a performance schedule and must be signed by Zebra and Customer.

“Subcontracted Services” shall mean when Reseller hires Zebra as its subcontractor for the performance of Services it purchased, while maintaining the sole point of contact with the End Users.

“Territory” shall mean the United States (fifty states) and Canada.

“US Governmental Authority” shall mean 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.

“Zebra” shall mean Zebra Technologies International, LLC or to an Affiliate thereof as designated by Zebra.

2. SCOPE OF AGREEMENT

2.1 Zebra and Customer shall perform their respective responsibilities and obligations as described in the Professional Services Terms. To enable Zebra to perform the Services, Customer will provide to Zebra reasonable access to relevant Customer information, personnel, systems, and office space when Zebra’s employees are working on Customer’s premises, and other general assistance. If the SDD and/or the Statement of Work contain assumptions or other information that affect the Services or Deliverables, Customer will verify that they are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Zebra to perform the Services and its other duties under this Professional Services Terms. Unless the SDD and/or the Statement of Work state the contrary, Zebra may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.2 Customer will: (a) provide immediate notification to Zebra if there is any change regarding the assumptions or the information provided to Zebra as part of the Professional Services Terms and the Services (this may impact Zebra’s ability to perform and require additional fees); (b) make all reasonable

Zebra PartnerConnect Program -Professional Services Terms
Proprietary and Confidential.

efforts to cooperate with Zebra in resolving problems remotely and executing self tests and diagnostic programs; (c) pay all telecommunications charges associated with provision of telephone and remote services by Zebra; (d) secure its proprietary and confidential information and maintain a procedure for reconstruction of lost, or altered files or data programs; and (e) perform those activities and responsibilities identified in any associated SDD and/or Statement of Work.

2.3 Zebra will assign qualified employees who have the requisite experience and competencies to perform the Services with reasonable skill and care. Zebra will provide and furnish all material, labor, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in the Professional Services Terms to be provided by Customer.

2.4 If, as a result of the Services to be performed under the Professional Services Terms, Zebra recommends that Customer purchase products or other services, nothing in this Professional Services Terms precludes Zebra from offering or selling the recommended products or other services to Customer. If Customer is a US Government Authority, it represents that this paragraph does not violate its procurement policies or other law or policies affecting its operation.

2.5 Customer may request changes to the Services. If Zebra agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of Zebra and Customer. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If Customer delays Zebra's performance of the Services, modification of the performance schedule or an increase in the Contract Price may occur.

Section 3 PURCHASE ORDERS

3.1 Purchase Order(s) shall be submitted in writing or electronically to the Zebra legal entity notified by Zebra and shall specify, at a minimum: the SDD part number (SKU) quantity, requested calendar start date, shipping and billing locations, and Distributor's or Reseller's (as applicable) sales or other tax identification number. Purchase Order(s) must also contain Distributor's and/or Reseller's (as applicable) name and address, the name and address of the End User, and the location where Services are to be performed. At Zebra's sole and absolute discretion, Purchase Orders received without this information may be returned for completion.

3.2 Any electronically submitted Purchase Order or other request for Services submitted to Zebra shall be binding on Distributor or Reseller if it shows that it originated at Distributor's or Reseller's (as applicable) business facility or by any of their respective employees or other authorized agents. Zebra shall acknowledge receipt of the Purchase Order and advise of Zebra's projected schedule including the Services start date. Such projected schedule and start date shall be conclusively deemed accepted by Customer unless notified to Zebra otherwise in writing by the earlier of (i) five (5) days after the date of Zebra's acknowledgment of receipt of the Purchase Order, or (ii) the Effective Date. Notwithstanding express designations as "proprietary" or "confidential", Purchase Orders or any other related documentation and the information contained therein shall not constitute confidential information or Proprietary rights of Customer.

3.3 No Purchase Order shall be binding on Zebra unless Zebra expressly accepts such Purchase Order. Zebra reserves the right to refuse to accept any Purchase Orders for any reason, even if a previous quotation has been made.

Section 4 CONTRACT PRICE, PRICE CHANGES AND PAYMENT

4.1 For Services ordered by a Distributor or a Reseller, Zebra will submit invoices for the Contract Price to the Distributor or the Reseller (as applicable) according to the mutually agreed payment schedule or, if there is no payment schedule, on a monthly basis as the Services are performed. Payments will be made to Zebra as specified on each invoice and if not specified, within forty-five (45)

days of the invoice date. Payments will be made when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Zebra reserves the right, at any time, to revoke any credit extended if payment is in arrears for more than thirty (30) days after notice, or if in Zebra's sole discretion Distributor or Reseller (as applicable) credit does not warrant further extension of credit. Additionally, Zebra may charge late payment interest of the lesser of the highest legally permissible rate or 1.5% per month for the late payment of any and all balances of invoices from when they are due and payable. When Services are not purchased directly from Zebra, the price and payment terms agreed to between Distributor to Reseller or between Reseller and End User (as applicable) will apply.

4.2 Unless otherwise stated in writing, all price quotations by Zebra expire after the time period specifically listed on the quote, or where no such time period is specified, thirty (30) days after the date of issuance of the quote.

4.3 Zebra will provide prompt written notice of any change to its published list prices. However, Zebra shall not be responsible for Distributor or Reseller (as applicable) non-receipt of change of price notices. In the event Zebra increases the published list price for any Services, Zebra shall use commercially reasonable efforts to give no less than thirty (30) days advance written notice of such increases and the increases shall apply to all new Purchase Orders that are received and accepted by Zebra after the date of the price increase. In the event Zebra decreases its published list price for any Services, Zebra shall immediately grant a corresponding price reduction on new Purchase Orders.

Section 5 FORCE MAJEURE

5.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster;(b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;(d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (f) collapse of buildings, fire, explosion or accident; and (g) any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this Section, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this Section); and (i) interruption or failure of utility service.

5.2 Provided it has complied with Section 5.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under the these Professional Services Terms by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of these Professional Services Terms or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended for the duration of the Force Majeure Event.

5.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

5.4 The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than two (2) weeks from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under these Professional Services Terms; and (b) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

5.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate these Professional Services Terms by giving two (2) weeks' written notice to the Affected Party.

Section 6 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

6.1 The parties anticipate that no confidential information will be shared by one party with the other in the performance of the Professional Services Terms. If this understanding proves to be erroneous, these Professional Services Terms will be amended so that a party may share confidential information subject to provisions that reasonably protect the information from unauthorized disclosure or use.

6.2 Each party owns and retains all of its Proprietary Rights that exist on the Effective Date. Zebra owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and these Professional Services Terms do not grant to Customer any shared development rights. Unless otherwise explicitly stated in Section 6.3 herein, the Professional Services Terms do not restrict a party with respect to its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's Proprietary Rights to the other party.

6.3 Customer hereby grants Zebra and its Affiliates an irrevocable, worldwide, royalty-free, non-exclusive license to: (i) perform the Services with the Customer's specifications and instructions set forth in the applicable SDD and/or Statements of Work; (ii) use Customer Data and other Customer's Proprietary Rights that are necessary to perform the Services; and (iii) have third party contractors perform the foregoing on Zebra's behalf. Zebra may share these Professional Services Terms with any third party to demonstrate its rights to so perform the Services with Customer's Data and Customer's Proprietary Rights. Any and all customization and design work related to the Services, and all Zebra-created, Services-related methods, processes, know-how, specifications, documentation and materials, and all improvements, modifications and derivatives of the foregoing, whether in existence on the Effective Date or developed thereafter, and all Proprietary Rights in the foregoing shall be and remain the exclusive property of Zebra, and nothing herein or otherwise shall limit Zebra's right and ability to use or exploit such property. Customer shall promptly execute and cause each of their applicable employees to execute all documents that may be necessary to establish Zebra's ownership of the foregoing, and shall require each employee who may qualify as an inventor, as determined by Zebra, to promptly sign all papers requested by Zebra for purposes of filing any patent application arising out of or related to the Services.

Section 7 LIMITED WARRANTY

Zebra warrants to End User or to Reseller (as applicable) that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the Statement of Work and/or the SDD. This warranty will be for a period of ninety (90) days following completion of the Services. If Zebra breaches this warranty, End User's or Reseller's (as applicable) sole and exclusive remedy is to require Zebra to re-perform the non-conforming Services. ZEBRA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Zebra makes no warranty with respect to consumable or expendable items, such as batteries, printheads, ribbons and other supplies. For Subcontracted Services, any warranty to the End user is the sole responsibility of the Reseller. The Deliverables may contain recommendations, suggestions or advice from Zebra to End User or to Reseller (collectively, "Recommendations") and Zebra makes no warranties concerning the Recommendations and End User or to Reseller (as applicable) alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

Section 8 TERM AND TERMINATION

8.1 Subject to Customer compliance with all of the terms and conditions of the Professional Services Terms and acceptance by Zebra of the Purchase Order for the particular package of Services, such

Services shall be supplied to Customer for the term as defined by the applicable SDD and/or Statement of Work or as otherwise agreed to in writing by Zebra.

8.2 Termination does not relieve the parties of their respective accrued obligations hereunder. Zebra must deliver all Services for which it received payment until the termination date, and Customer must pay for all Services delivered. Zebra may terminate the Professional Services Terms in the event of any of the following: (a) failure of Customer to comply with any Professional Services Terms including, without limitation, the failure to pay for the Services within ten (10) days of written notice of such failure from Zebra; (b) Customer institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of Customer and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to Customer or to all or any material part of its property is instituted without the consent of Customer and continues undischarged or unstayed for sixty (60) calendar days; or an order for relief is entered in any such proceeding; (c) Customer becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Customer, and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or (d) Customer suffers or allows any execution, whether legal or equitable, to be levied on Customer's property or obtained against Customer, or fails to observe or perform any of its obligations under these Terms and Conditions of Sale or any other contract between Zebra and Customer, or Customer encumbers, or in any way charges, any of the Products.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, the BIA, the CCAA, the WURA and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of Canada, the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"BIA" means the Bankruptcy and Insolvency Act (Canada) R.S.C. 1985, c. B-3 as now and hereafter in effect, or any successor statute.

"CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as now and hereafter in effect, or any successor statute.

"WURA" means the Winding-Up and Restructuring Act (Canada), R.S.C., 1985, c. W-11, as now and hereafter in effect, or any successor statute.

Section 9 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEBRA WILL NOT BE LIABLE TO CUSTOMER, THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON FOR ANY LOST REVENUES, PROFITS, GOODWILL OR USE, THE COST OF SUBSTITUTED PRODUCTS OR SERVICES, BUSINESS INTERRUPTION OR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE PROGRAMS, CUSTOMER DATA OR REMOVABLE DATA STORAGE MEDIA, FOR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE PROGRAMS OR DATA, OR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED RELATED TO THE SERVICES OR THE PROFESSIONAL SERVICES TERMS, OR THE INABILITY TO USE THE SERVICES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EQUITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR EVEN IF THOSE DAMAGES ARE FORESEEABLE. CUSTOMER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO PERFORMANCE OF THE SERVICES PROVIDED FOR BY THE PROFESSIONAL SERVICES TERMS OR THE FAIR MARKET VALUE

THEREOF. ZEBRA'S ENTIRE LIABILITY FOR DAMAGES TO CUSTOMER OR OTHERS RESULTING FROM SERVICES PERFORMED UNDER THE PROFESSIONAL SERVICES TERMS SHALL IN NO EVENT EXCEED THE ANNUAL SERVICES CHARGE PAID BY CUSTOMER, EXCEPT FOR INSTANCES OF BODILY INJURY OR DAMAGE TO PERSONAL PROPERTY. EXCEPT FOR THE WARRANTY EXPLICITLY SET FORTH IN SECTION 9 HEREIN, ZEBRA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. NEITHER PARTY MAY BRING A LEGAL ACTION UNDER THE PROFESSIONAL SERVICES TERMS OR RELATED TO THE SERVICES MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION AROSE UNLESS PROVIDED OTHERWISE BY APPLICABLE NONWAIVABLE LAW.

Section 10 HOLIDAYS

Zebra will observe all local public holidays in each country within the Territory and no Services shall be provided on these days.

Section 11 GENERAL

11.1 INDEPENDENT CONTRACTORS. Each party will perform its duties under this Professional Services Terms only as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Professional Services Terms will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Professional Services Terms will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

11.2 INTERPRETATION. The section headings in this Professional Services Terms are inserted only for convenience. This Professional Services Terms will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

11.3 DISPUTE RESOLUTION AND GOVERNING LAW.

(a) The Professional Services Terms will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of the Professional Services Terms will be governed by, the laws of the State of Illinois, excluding its conflicts of law principles. Customer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Cook or Lake County in the State of Illinois, United States, in connection with all actions arising out of or in connection with the Professional Services Terms, and waives any objections that this venue is an inconvenient forum. Customer further agrees that it will not initiate any action against Zebra, its employees, or any of its Affiliates in any other jurisdiction. Customer agrees that a final judgment in any such action or proceeding against it by Zebra will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Customer is resident or in which any property or an office of Customer is located) by suit on the judgment or in any other manner provided by law. Zebra and Customer hereby: (i) consent to service of process in any lawsuit between or among Zebra and Customer and arising in whole or in part under or in connection with the Professional Services Terms in any manner permitted by Illinois law; (ii) agree that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at Zebra or Customer's respective addresses, as specified pursuant to Section 12, will constitute good and valid service of process in any such lawsuit; and (iii) waive and agree not to assert (by way of motion, as a defense, or otherwise) in any such lawsuit any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

(b) Notwithstanding Section 11.3 (a), if Customer's principal place of business is located within Canada, the provisions of this Section 11.3 (b) shall apply. The Professional Services terms will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of the Professional Services Terms will be governed by, the laws of the Province of Ontario excluding its

conflicts of law principles. Customer irrevocably consents to the exclusive jurisdiction of the applicable courts located in the City of Toronto, in connection with all actions arising out of or in connection with the Professional Services Terms, and waives any objections that this venue is an inconvenient forum. Customer further agrees that it will not initiate any action against Zebra, its employees, or any Affiliate in any other jurisdiction. Customer 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 Customer is resident or in which any property or an office of Customer is located) by suit on the judgment or in any other manner provided by law. Zebra and Customer hereby: (i) consent to service of process in any lawsuit between or among Zebra and Customer and arising in whole or in part under or in connection with the Professional Services Terms in any manner permitted by Ontario law; (ii) agree that service of process made in accordance with clause (i) or made by registered or certified mail, return receipt requested, at Zebra or Customer's respective addresses, as specified pursuant to Section 12, will constitute good and valid service of process in any such lawsuit; and (iii) waive and agree not to assert (by way of motion, as a defense, or otherwise) in any such lawsuit any claim that service of process made in accordance with clause (i) or (ii) does not constitute good and valid service of process.

(c) Zebra and Customer will attempt to settle any claim or controversy arising out of the Professional Services Terms through consultation and negotiation in good faith and in the spirit of mutual cooperation; provided, however that this attempt 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 the rights of either party. Customer's performance under the Professional Services Terms will not be suspended during the pendency of any dispute.

(d) If any legal proceedings are commenced to resolve any dispute or difference which may arise in connection with the Professional Services Terms or the performance of the Services, the prevailing party shall be entitled, in addition to any other award that may be made, to recover costs, attorney's fees and expert witness fees, including any costs or attorney fees incurred in connection with any appeals.

(e) The provisions of this Section 11.3 (Dispute Resolution and Governing Law) shall survive the termination or expiration of the Professional Services Terms.

(f) Nothing will prevent either party from immediately resorting to judicial proceedings if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful, or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or to others.

11.4 ENTIRE AGREEMENT. No subsequent agreement, arrangement, relationship or understanding between the parties shall be valid, effective or enforceable and no obligation or liability shall be created on behalf of either party hereto unless and until it is contained in writing, signed by a duly authorized representative of each party. The Professional Services Terms constitutes the entire understanding between Zebra and Customer with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. If a conflict exists between this Professional Services Terms, an SDD and/or a Statement of Work, the following will serve as the order of precedence: The Statement of Work will come first, the SDD second and this Professional Services Terms last.

11.5 ASSIGNMENT; CHANGE OF CONTROL.

(a) Customer may not assign, transfer, sublicense or subcontract the obligations under the Professional Services Terms or any rights hereunder by any means, including pursuant to a Change of Control, without the prior written consent of Zebra, which Zebra may withhold in its sole and absolute discretion. Any attempted assignment, transfer sublicense or subcontract without the necessary consent will be void. Customer shall advise Zebra in writing at least thirty (30) days prior to the effective date thereof, of a

Change of Control or a change in the main place of business of Customer or any of Customer's Affiliates. In such event, Zebra may upon thirty (30) days written notice to Customer, terminate the Professional Services Terms. A Change of Control means, with respect to a party, (a) the direct or indirect change in the ownership of fifty percent (50%) or more of the voting securities of such party, as applicable, in a single transaction or series of related transactions, or all or substantially all of the assets of such party, as applicable, are acquired by any entity, or such party, as applicable, is merged with or into another entity to form a new entity or (b) the direct or indirect change of the power to direct or cause the direction of the management policies of any such party, whether through the ownership of voting securities, by trust, management agreement, contest or otherwise, whether in a single transaction or series of related transactions.

(b) Zebra may transfer any of its rights (including without limitation, the right to invoice and receive payment for Products supplied and/or Services delivered) under these Professional Services Terms to a Zebra Affiliate or to any third party without Customer's consent. Zebra may assign its obligations under the Professional Services Terms or subcontract the performance thereof to a Zebra Affiliate or any third party, provided that upon such assignment, the Zebra Affiliate or such third party undertakes with Customer to be bound by the provisions of the Professional Services Terms and that no subcontracting shall relieve Zebra of its obligations there under.

11.6 SEVERABILITY. If any provision of the Professional Services Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision will (to the extent permitted by applicable law) be modified as necessary to conform to such laws. The provisions of the Professional Services Terms are severable and in the event that any provision should be held void or unenforceable, or if any modification thereof would destroy the intent of the parties, said provision will be severed from the Professional Services Terms which will be interpreted without reference thereto.

11.7 SURVIVAL. Any obligations and duties, which by their nature, extend beyond the expiration or termination of the relationship between Customer and Zebra as described in the Professional Services Terms shall survive any expiration or termination.

11.8 WAIVER. No delay or omission by either party to exercise any right occurring upon any non-compliance or default by the other party with respect to any provision of the Professional Services Terms shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement.

11.9 MODIFICATION. Except as otherwise expressly provided for in the Professional Services Terms, no change, modification, extension, renewal, ratification, rescission, termination, notice of termination, discharge, abandonment or waiver of the Professional Services Terms, any of the provisions hereof or its Addenda, nor any representation, promise or condition relating to the Professional Services Terms will be binding upon Zebra unless it is expressly agreed in writing and signed by Zebra.

11.10 CONSTRUCTION. Any reference to "including", "including, without limitation", or any similar variation thereof in the Professional Services Terms shall be construed to mean "including without limitation."

Section 12 NOTICES

(a) Notices to Customer shall be sent to Customer's primary business address as indicated on the Purchase Order, or as further notified to Zebra in writing.

(b) Notices to Zebra shall be sent to the address shown below and as notified by Zebra from time to time:

Zebra Technologies International, LLC
 3 Overlook Point, Lincolnshire, Illinois 60069
 Attention: AVP Sales
 Telephone: 847.955.5494

(c) Any such notice shall be deemed delivered (a) upon delivery if delivered by hand, facsimile or email, or (b) two (2) business days after deposit with a receipted overnight courier if sent by overnight courier.

Section 13 EXPORT CONTROL

Customer acknowledges its understanding that any products, services and technology including technical data (collectively the "Supplied Items") Customer receives from Zebra (directly or via Distributors), and any use, export, re-export, re-sale, release or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the United States and that such export controls and trade sanctions may be extraterritorial. Customer represents, warrants and covenants that: (i) Customer is not located in, under the control of, or a national or resident of Cuba, Iran, North Korea, North Sudan, and/or Syria or any other country subject to restriction under applicable laws and regulations, and it will not transfer, export, or re-export, directly or indirectly, any Supplied Items to such countries or to any nationals thereof; (ii) Customer will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, and Customer will not transfer, export, or re-export, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity; (iii) Customer will not transfer, export, or re-export any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the United States government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Customer is not on any such restricted party list, nor under the control of an entity on any such list; (iv) Customer will not transfer, export, or re-export, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a United States government or any other government, nuclear regulatory agency and/or defense regulatory agency, without the proper written government authorization, if applicable; and (v) Customer acknowledges that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the United States or other nations and Customer shall comply with all applicable export and compliance laws and regulations whenever it transfers, exports, or re-exports Supplied Items, including new products developed from or manufactured using Supplied Items, and acknowledges that such controlling laws and regulations may be amended from time to time. With respect to Customer's transfer, export or re-export sales of the Supplied Items, Zebra shall not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

Section 14 LANGUAGE

The parties hereto confirm that it is their wish that the Professional Services Terms, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only.

Les parties aux présentes confirment leur volonté que le convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

Los partidos a esto confirman que es su deseo que este acuerdo, así como el resto de los documentos que se relacionaban a esto, incluyendo todos los avisos, ha estado y será elaborado en la lengua inglesa solamente.