



DATA PRIVACY ADDENDUM

Regions: North America, Latin America and Asia Pacific

This Data Privacy Addendum applies between (i) Zebra Technologies Asia Pacific Pte. Ltd., acting for itself on behalf of any Zebra Affiliates in the Asia-Pacific region, Zebra Technologies International, LLC acting for itself and on behalf of any Zebra Affiliates in North America and Latin America regions (such entities in Asia Pacific, North America and Latin America region being data processors and is referred to herein as Zebra); (ii) Authorized Seller, acting on its own behalf and as agent for each Authorized Seller Affiliate (such entities being data controllers); and (iii) Contracting Party and/or Customer (as applicable, both referred to in this Data Privacy Addendum as the “Contracting Party”) acting on its own behalf and as agent for each Contracting Party and/or Customer (as applicable) Affiliate (such entities being data controllers).

The parties agree to the terms as set out below in this Data Privacy Addendum to the limited extent applicable to data processing governed by Data Protection Legislation which occurs under an Agreement, and if the Authorized Seller and/or Contracting Party is a Distributor or a Reseller, under its participation in the Program as well.

1.0 Definitions

1.1 The following definitions and rules of interpretation apply in this Data Privacy Addendum:

“**Agreement**” means any quotations, agreements, purchase orders and sales of all Products and Services to Authorized Seller and/or Contracting Party).

“**Data Protection Legislation**” means:

- (a) the UK Data Protection Legislation;
- (b) the Swiss Data Protection Legislation;
- (c) the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- (d) 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”);
- (e) all relevant laws or regulations implementing or supplementing the legislation mentioned in (a) - (d) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services; and

any codes of conduct or guidance issued by the Regulator or other governmental entity related to (a) to (d) above.

“**Data Processing Services**” means the data processing services provided in respect of Personal Data and described in the Schedule of this Data Privacy Addendum (as updated or amended from time to time in accordance with Clause 3.4 herein);

“**EEA**” means the European Economic Area;

“**Effective Date**” has the meaning given to it in Clause 2 of this Data Privacy Addendum;

“**EU GDPR**” has the meaning given to it in the definition of Data Protection Legislation;

“**EU Model Clauses**” means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021;

“**ICO**” means the UK's Information Commissioner's Office;

“**Model Clauses**” means the standard contractual clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) C/2021/3972, or such replacement provisions as may be issued from time to time;

“**Regulator**” means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation;

“**Relevant Transfer Mechanism**” means: a) in respect of a Restricted Transfer subject to the EU GDPR, the EU Model Clauses; b) in respect of a Restricted Transfer subject to the UK GDPR, the UK Addendum; or c) in respect of a Restricted Transfer subject to the Swiss Data Protection Laws, the EU Model Clauses as amended by Clause 9.5 of this Data Privacy Addendum.

“**Restricted Country**” means a country, territory or jurisdiction 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 pursuant to Article 45(a) of the EU GDPR / UK GDPR (as applicable);

“**Restricted Transfer**” means a transfer of personal data from an entity who is established in the EEA, UK or Switzerland to an entity located in a Restricted Country;

“**Security Breach**” means any personal data breach relating to EU GDPR /UK GDPR (as applicable) Personal Data determined by Zebra to be sufficiently serious or substantial to justify notification to a Regulator in accordance with Data Protection Legislation;

“**Swiss Data Protection Legislation**” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in Switzerland;

“**Term**” has the meaning given to it in Clause 11 herein;

“**UK**” means United Kingdom;

“**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);

“**UK Data Protection Legislation**” means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018;

“**UK GDPR**” has the meaning given to it in section 3(10) of the Data Protection Act 2018 (as amended from time to time);

“**Working Days**” means any day (other than a Saturday or Sunday) on which banks are open for general business in London, United Kingdom, Brno, Czech Republic and Heerenveen, The Netherlands; and

“**Zebra Systems**” means any information technology system or systems on which the Data Processing Services are performed in accordance with this Data Privacy Addendum.

1.2 References in this Data Privacy Addendum to “controller”, “processor”, “processing” and “personal data” and “personal data breach” shall have the same meaning as defined in the EU GDPR / UK GDPR (as applicable).

1.3 With effect from the Effective Date, this Data Privacy Addendum shall form part of and be incorporated into the Agreement and shall amend and supersede the relevant provisions relating to the processing of Personal Data contained in the Agreement . For the avoidance of doubt, in the event of any inconsistency or conflict between the terms of this Data Privacy Addendum and the Agreement, the terms of this Data Privacy Addendum shall apply insofar as the conflict relates to the processing of EU GDPR (or as the case may be, the UK GDPR) Personal Data.

1.4 Save where defined in this Data Privacy Addendum, the definitions under the Agreement shall continue to apply.

2.0 Effective Date of this Data Privacy Addendum

2.1 This Data Privacy Addendum will have the same effective date as an Agreement (the “Effective Date”).

3.0 Authorized Seller and/or Contracting Party’s request and instructions to Zebra for the provision of Data Processing Services

3.1 If Authorized Seller and/or Contracting Party is a Reseller, Authorized Seller and/or Contracting Party has been approved by Zebra to participate in the Program and Authorized Seller and/or Contracting Party has instructed Zebra to provide Data Processing Services required for Authorized Seller and/or Contracting Party’s participation (or application to participate) in the Program in accordance with the Participation Terms and Conditions.

3.2 If Authorized Seller and/or Contracting Party is purchasing Products and/or Services from Zebra, Zebra may use, disclose, transfer, and otherwise process data, including Personal Data, for three basic purposes: (1) to process transactions for the sale and support of Products and Services or deliver against its obligations under the Conditions, (2) to operate Zebra’s business, and to provide and support the Products and/or Services purchased (including improving and personalizing), (3) to send certain communications, including Program-related and/or direct marketing communications related to the Products and/or Services (to the extent permitted by Data Protection Legislation).

3.3 Authorized Seller and/or Contracting Party hereby instructs Zebra to provide the Data Processing Services in accordance with the data processing activities particularized in the Schedule to this Data Privacy Addendum. Authorized Seller and/or Contracting Party and Zebra acknowledge that Zebra is the “processor” and Authorized Seller and/or Contracting Party is the “controller”.

3.4 The parties acknowledge that Zebra may change or modify its business, Products and Services from time to time and this may necessitate amendments to the Schedule to this Data Privacy Addendum. To the extent that such amendments are necessary:

- (a) Zebra shall seek revised instructions from Authorized Seller and/or Contracting Party by providing Authorized Seller and/or Contracting Party with proposed amendments to the Schedule to this Data Privacy Addendum; and
- (b) Authorized Seller and/or Contracting Party shall, if it considers it appropriate to do so, provide Zebra with instructions to provide the Data Processing Services in accordance with Zebra's proposal.

3.5 For the avoidance of doubt, where Zebra seeks revised instructions from Authorized Seller and/or Contracting Party under Clause 3.4 (a), Zebra shall not process Personal Data in a manner not previously instructed until it has received Authorized Seller and/or Contracting Party's written instructions to do so. If Authorized Seller and/or Contracting Party fails to provide revised instructions within five Working Days, Zebra may on immediate written notice and at any time thereafter terminate the Agreement without liability, or otherwise continue to process Personal Data on the basis of previous instructions.

4.0 Authorized Seller and/or Contracting Party Responsibilities

4.1 In accordance with Clause 3, Authorized Seller and/or Contracting Party shall provide Zebra with instructions to process Personal Data.

4.2 Authorized Seller and/or Contracting Party is responsible for ensuring that any Personal Data is complete and accurate for the purposes set out in the Schedule to this Data Privacy Addendum and obtaining consents where required for use of Personal Data under this Data Privacy Addendum. Zebra is under no duty to investigate the completeness, accuracy or sufficiency of any instructions relating to the Personal Data.

4.3 Authorized Seller and/or Contracting Party shall comply with its obligations under the Data Protection Legislation in respect of the supply of Personal Data to Zebra under or in connection with a Purchase Order/SOF for Products and Services and shall in particular ensure that, as a condition of placing a Purchase Order/SOF, Zebra is lawfully permitted to process any Personal Data which is necessary for the purposes set out in the Schedule to this Data Privacy Addendum including, where applicable, obtaining consents from the individuals to which Personal Data supplied by Authorized Seller and/or Contracting Party relates.

4.4 Authorized Seller and/or Contracting Party acknowledges that Zebra shall not be responsible for any corruption, loss, destruction, alteration or disclosure of Personal Data to the extent that it is caused by Authorized Seller and/or Contracting Party or its Affiliates, or caused by Zebra acting in accordance with the instructions of Authorized Seller and/or Contracting Party or its Affiliates.

5. Zebra Responsibilities

5.1 Zebra shall:

- (a) process Personal Data supplied by Authorized Seller and/or Contracting Party only to the extent, and in such a manner, as is necessary for the purposes of Zebra's Data Processing Services and in accordance with Authorized Seller and/or Contracting Party's written instructions from time to time and Zebra shall not process, nor permit the processing, of Personal Data supplied by

Authorized Seller and/or Contracting Party for any other purpose unless such processing is required by Data Protection Legislation to which Zebra is subject in which case Zebra shall, unless prohibited by law, notify Authorized Seller and/or Contracting Party in advance of its intention to carry out such processing and allow Authorized Seller and/or Contracting Party the opportunity to object;

- (b) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organizational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data, to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage of the Personal Data; and
 - (ii) the nature of the Personal Data to be protected,
- (c) without prejudice to its other obligations in this Data Protection Addendum, take reasonable steps to ensure the reliability of all its employees and contractors who have access to the Personal Data and shall in particular ensure that any person authorized to process Personal Data in connection with the Agreement is subject to a duty of confidentiality.

5.2 If Zebra receives any complaint, notice or communication which relates directly to the processing of the Personal Data under this Data Privacy Addendum, it shall as soon as reasonably practicable notify Authorized Seller and/or Contracting Party and it shall, at Authorized Seller and/or Contracting Party's expense, provide Authorized Seller and/or Contracting Party with full co-operation and assistance in relation to any such complaint, notice or communication.

5.3 Zebra shall at Authorized Seller and/or Contracting Party's expense provide Authorized Seller and/or Contracting Party with full co-operation and assistance in relation to Authorized Seller and/or Contracting Party's obligations under Data Protection Legislation including providing Authorized Seller and/or Contracting Party and Regulators (as applicable) with all information and assistance necessary to comply with data subject requests, investigate security breaches or otherwise to demonstrate compliance by the parties with Data Protection Legislation.

5.4 If Zebra becomes aware of any unauthorized or unlawful processing of any Personal Data or a Security Breach, Zebra shall without undue delay notify Authorized Seller and/or Contracting Party and at Authorized Seller and/or Contracting Party's expense fully co-operate with Authorized Seller and/or Contracting Party to remedy the issue as soon as reasonably practicable.

5.5 Where Zebra believes that Authorized Seller and/or Contracting Party's instructions to Zebra under Clause 5.1(a) conflict or might conflict with the requirements of Data Protection Legislation or other applicable laws, Zebra shall notify Authorized Seller and/or Contracting Party and provide reasonable details in support.

6.0 Joint Responsibilities

6.1 Where Zebra and Authorized Seller and/or Contracting Party (either alone or jointly) determine the purposes for and manner in which any Personal Data are to be processed relating to this Agreement, the sale and purchase of Products and Services, such processing shall fall outside the scope of this Data Privacy Addendum and Zebra and Authorized Seller and/or Contracting Party shall each be deemed to be



Data Controllers in respect of such processing and shall be responsible for complying with Data Protection Legislation.

7.0 Sub-processing

7.1 On request, Zebra will inform Authorized Seller and/or Contracting Party of the name, address and role of each third party (a "Sub-processor") used to provide the Data Processing Services.

7.2 Zebra may engage further Sub-processors, including Zebra Affiliates, to process Personal Data (or otherwise sub-contract or outsource the processing of any data to a third party), provided that it:

- (a) notifies Authorized Seller and/or Contracting Party of any new or replacement Sub-processors through posting on Zebra's website or by email or other notice. If Authorized Seller and/or Contracting Party objects to the appointment of a new or replacement Sub-processor, Authorized Seller and/or Contracting Party shall notify Zebra within 5 Working Days. Authorized Seller and/or Contracting Party shall be deemed to have accepted the Sub-processor if Zebra does not receive an objection with five Working Days. If the objection cannot be resolved by the parties within five Working Days of receipt by Zebra of the written objection, Zebra may on immediate written notice terminate Authorized Seller and/or Contracting Party's Agreement without liability;
- (b) enters into a written contract with the Sub-processor which, with respect to the Data Processing Services performed for Authorized Seller and/or Contracting Party:
 - (i) provides protections or guarantees that Sub-processor considers necessary to implement appropriate technical and organization measures in compliance with the Data Protection Legislation; and
 - (ii) terminates automatically on termination or expiry of this Agreement for any reason; and
- (c) remains liable for all acts or omissions of the Sub-processors as if they were acts or omissions of Zebra (except to the extent that such acts or omissions are caused or exacerbated by Authorized Seller and/or Contracting Party).

7.3 For the avoidance of doubt, once Authorized Seller and/or Contracting Party provides its consent or authorization to the use of a certain Sub-processor in connection with the Data Processing Services, Authorized Seller and/or Contracting Party may not subsequently revoke its consent in respect of, or otherwise object to, the appointment of the relevant Sub-processor.

8.0 Records and Reports

8.1 Zebra shall keep a record of any processing of the Personal Data carried out pursuant to the Data Processing Services and of its compliance with its obligations set out in this Data Privacy Addendum ("Records") at its normal place of business.

8.2 No more than once per calendar year and upon Authorized Seller and/or Contracting Party's written request (by email to zebraprivacy@zebra.com) Zebra shall provide a copy of Zebra's most recent written report (each a "Report") to Authorized Seller and/or Contracting Party, its third-party representatives (who are not competitors of Zebra) or a Regulator for the sole purpose of auditing Zebra's compliance with its obligations under this Data Privacy Addendum. This Report will provide a summary of Zebra's policies and procedures to comply with this Addendum applicable to the Products and Services provided to Authorized Seller and/or Contracting Party. If a Report does not provide, in Authorized Seller and/or Contracting Party's reasonable judgment, sufficient information to confirm Zebra's compliance with the Data Privacy Addendum pertaining to the Products and Services provided to Authorized Seller and/or Contracting Party, then an

accredited third-party auditing firm agreed to by Zebra may audit Zebra's compliance with the EU GDPR / UK GDPR (as applicable) regulations applicable to Products and Services provided to Authorized Seller and/or Contracting Party during regular business hours, with reasonable advance notice to Zebra and subject to reasonable confidentiality procedures. To the full extent permitted by law, Authorized Seller and/or Contracting Party is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Zebra expends responding to any such audit in addition to the costs charged by Zebra to Authorized Seller and/or Contracting Party for Products and Services. Before the commencement of any such audit, Authorized Seller and/or Contracting Party and Zebra shall obtain Zebra's agreement on the scope, timing, and duration of the audit. Authorized Seller and/or Contracting Party shall promptly notify Zebra with information regarding any non-compliance discovered during the course of an audit. This provision does not in and of itself grant Authorized Seller and/or Contracting Party or any third party, by implication, estoppel, or otherwise, any right to inspect or examine any of Zebra's data, documents, instruments, financial statements, balance sheets, business records, software, systems, premises, or plants.

9.0 Transfers and processing of Personal Data overseas

9.1 Except as set out in this Clause 9, Zebra may not transfer Personal Data outside of the EEA, the UK, and/or Switzerland without Authorized Seller and/or Contracting Party's prior consent, such consent not to be unreasonably withheld or delayed. Authorized Seller and/or Contracting Party acknowledges and agrees that Personal Data may be transferred to those locations set out in the Sub-processor Schedule (available on request), in accordance with the transfer mechanisms set out in the Sub-processor Schedule ("Transfer Mechanism").

9.2 Authorized Seller and/or Contracting Party acknowledges that Personal Data supplied by Authorized Seller and/or Contracting Party to Zebra in connection with an Agreement may be transferred to, and the Data Processing Services may be provided by, Zebra as processor in a territory which is a Restricted Country. Accordingly, Zebra uses EU Model Clauses and the UK Addendum for such data transfers and the EU Model Clauses (Module 2- Transfer controller to processor) and the UK Addendum, are incorporated by reference into this Data Privacy Addendum. For the purposes of optional Clause 7 (Docking clause) of the Relevant Transfer Mechanism, Clause 7 is included in the Relevant Transfer Mechanism. For the purposes of Clause 9 of the Relevant Transfer Mechanism (Use of sub-processors), the parties choose Option 2: GENERAL WRITTEN AUTHORISATION, and the advance time period for informing the Authorized Seller and/or Contracting Party of a change in Sub-processor is five Working Days. For the purposes of Clause 11 of the Relevant Transfer Mechanism (Redress) sub-clause (a), the optional clause is deleted. For the purposes of Clause 13 of the Relevant Transfer Mechanism (Supervision), the parties choose Option 1. For the purposes of Clause 17 of the EU Model Clauses (Governing law), the parties choose Option 1 and the parties agree that this shall be the law of Ireland. For the purposes of Clause 18 of the EU Model Clauses (Choice of forum and jurisdiction) sub-clause (b), the parties choose the courts of Ireland. The information required by Annex I Part A of the Relevant Transfer Mechanism (List of parties) can be found in the preliminary paragraphs of this Data Privacy Addendum. The information required by Annex I Part B of the Relevant Transfer Mechanism (Description of transfer) can be found in the Schedule to this Data Privacy Addendum. The information required by Annex I Part C of the Relevant Transfer Mechanism (Competent supervisory authority) is the Irish Data Protection Commissioner. For the purposes of Annex II of the Relevant Transfer Mechanism and unless otherwise specified in the Agreement, the description of the technical and organizational measures for the security of the Personal Data are available within Zebra's Privacy Statement at <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html> or any equivalent thereof. For the purposes of Annex III of the

Relevant Transfer Mechanism the information is set out in the Sub-processor Schedule (available on request). For the purposes of Table 4 of the UK Addendum, the parties agree that both Zebra and the Company may end the UK Addendum as set out in Section 19 of the UK Addendum.

9.3 Zebra also uses Relevant Transfer Mechanism for intra-group transfers of Personal Data outside of the EEA, the UK, and/or Switzerland to members of Zebra's group (including but not limited to Zebra group members (subsidiaries / affiliates) located in Restricted Countries (including the United States), or where Zebra appoints a Sub-processor located in a territory which is a Restricted Country, unless Zebra determines that another more appropriate mechanism exists to lawfully transfer the Personal Data to a Restricted Country.

9.4 The parties agree that if the relevant Transfer Mechanism ceases to exist or is no longer considered to be a lawful method of transferring Personal Data outside of the EEA, the UK, and/or Switzerland, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and Zebra may cease or procure that the relevant third party ceases the processing of Personal Data until the parties have agreed an alternative transfer mechanism to enable the Personal Data to be transferred outside of the EEA, the UK, and/or Switzerland in a compliant manner. Zebra shall not be in breach of this Agreement to the extent that the parties do not promptly reach any such agreement.

Swiss interpretation of the EU Model Clauses

9.5 The parties agree that in relation to any transfers of Personal Data from Switzerland, this Data Privacy Addendum shall be read in conjunction with the Swiss Federal Data Protection and Information Commissioner's decision and commentary on the transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts, dated 27 August 2021, and the EU Model Clauses shall be amended accordingly.

10.0 Indemnity and Liability

10.1 Subject to Clause 10.3, each Party ("Indemnifying Party") shall indemnify the other ("Indemnified Party") on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the Indemnified Party arising out of the Indemnifying Party's breach of its obligations in this Data Privacy Addendum ("Claims"). Each Party acknowledges that Claims include any claim or action brought by a data subject arising from the Indemnifying Party's breach of its obligations in this Data Privacy Addendum.

10.2 If any third party makes a Claim, or gives notice of an intention to make a Claim, the Indemnified Party shall: (a) give written notice of the Claim to the Indemnifying Party as soon as reasonably practicable; (b) not make any admission of liability in relation to the Claim without the prior written consent of the Indemnifying Party; (c) allow the Indemnifying Party to conduct the defense of the Claim; and (d) at the Indemnifying Party's expense, co-operate and assist to a reasonable extent with the defense of the Claim.

10.3 Subject to clause 10.1, Zebra's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement or any collateral contract shall in all circumstances be limited to the total net value of the respective Purchase Order/SOF giving rise to the liability.

11. Term and Termination

11.1 This Data Privacy Addendum shall commence on (or be deemed to have commenced on, if applicable) the Effective Date and shall continue in force for the duration of the sale and purchase of the Products and Services (the “Term”).

11.2 Upon termination of an Agreement, this Data Privacy Addendum shall also terminate (for such Agreement).

11.3 Any provision of this Data Privacy Addendum that expressly or by implication is intended to come into or continue in force on or after termination of this Data Privacy Addendum shall remain in full force and effect.

11.4 Termination of this Data Privacy Addendum, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

11.5 On any termination of this Data Privacy Addendum for any reason and subject at all times to Zebra’s data retention policy:

- (a) Zebra shall as soon as reasonably practicable return or destroy (as directed in writing by Authorized Seller and/or Contracting Party) all Personal Data provided to it by or on behalf of Authorized Seller and/or Contracting Party in connection with this Data Privacy Addendum; and
- (b) if Authorized Seller and/or Contracting Party elects for destruction rather than return of its Personal Data under clause 11.5(a), Zebra shall as soon as reasonably practicable ensure that the records of Personal Data are disposed of in a secure manner (unless storage of any Personal Data is required by applicable law and, if so, Zebra shall inform Authorized Seller and/or Contracting Party of such requirement).

12.0 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Data Privacy Addendum or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.0 Assignment

Without prejudice to Clause 6, this Data Privacy Addendum is personal to each Party and neither Party shall assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights and obligations under this Data Privacy Addendum without the prior written consent of other Party.

14.0 Rights and Remedies

Except as expressly provided in this Data Privacy Addendum, the rights and remedies provided under this Data Privacy Addendum are in addition to, and not exclusive of, any rights or remedies provided by law.

15.0 Variation

Except as expressly provided in this Data Privacy Addendum, no variation of this Data Privacy Addendum shall be effective unless it is in writing and signed by the parties.

16.0 No Partnership or Agency

Nothing in this Data Privacy Addendum is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party.

17.0 Governing Law and Jurisdiction

17.1 This Data Privacy Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Singapore law. Subject to Clause 17.2 herein, each Party irrevocably agrees that any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one (1) arbitrator to be appointed by the President of the SIAC Court of Arbitration. The language used in the arbitral proceedings shall be English.

17.2 Where Authorized Seller and/or Contracting Party is located in Russia, Ukraine or a CIS country, any dispute arising out of this Data Privacy Addendum 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, or legal place, of arbitration shall be London. The language used in the arbitral proceedings shall be English.

Schedule Data Processing Services

Subject matter and purposes of the processing: If Authorized Seller and/or Contracting Party has purchased Products and/or Services from Zebra, Zebra may use, disclose, transfer, and otherwise process data, including Personal Data, for three basic purposes: (1) to process transactions for the sale and support of Products and Services or deliver against its obligations under the Conditions (2) to operate Zebra's business, and to provide and support the Products and/or Services purchased (including improving and personalizing), (3) to send certain communications, including Program-related and/or direct marketing communications related to the Products and/or Services (to the extent permitted by Data Protection Legislation).

Duration/retention and frequency: Personal Data may be transferred on a continuous basis for the Term of the Data Privacy Addendum.

Type of Personal Data and categories of data subject:

The personnel and executive contacts at Authorized Seller and/or Contracting Party (e.g., Executive, Sales, Marketing, Finance, Technical, Developer, Operations, Legal and Services) may provide the following:

- Names, addresses, contact numbers, email addresses, salutations, countries, titles, primary roles, secondary roles, fax numbers and preferred languages;
- The training and/or certification status of Authorized Seller and/or Contracting Party's personnel;
- Product support data (including Zebra's issued engineering change notifications (ECNs));
- Application for promotions, benefits and any changes to Authorized Seller and/or Contracting Party's engagement with Zebra;
- Provision of contact details as part of Zebra's tools and resources; and
- Maintenance of Authorized Seller and/or Contracting Party profile and contact details.

The personnel and executive contacts at the end user customers (e.g. Executive, Sales, Marketing Finance, Technical, Developer, Operations, Legal and Services) may provide the following:

- Names, addresses, contact numbers and email addresses.

Nature and purpose of the Data Processing Services:

Authorized Seller and/or Contracting Party has instructed Zebra to undertake the following data processing activities:

- information and contact details provided by Authorized Seller and/or Contracting Party in connection with the sale and purchase of Products and Services;
- Records, contracts storage, market research, audits, training (e.g. webinars) and certification, legal and compliance, dashboards and reports generated in connection with the sale and purchase of Products and Services;
- Subscription to promotional, sales and marketing programs and receiving authorization benefits and incentives;
- Electronic communications relating to the Products and Services (e.g. webinar invitations, surveys and Product launches), Product and Services operational news, updates to tools, pricing, benefits and incentives;
- Administration, transacting and facilitating the sales of Products, Services and/or payments (as applicable);



- Provision to Authorized Seller and/or Contracting Party and (as applicable) the End User of ongoing support in respect of such Products and Services (including but not limited to technical support, repair services, visibility services and dashboards);
- Administration and supply of demonstration and promotional Products to customers and/or the End User;
- Access to Zebra's systems (e.g. partner platform) and tools (e.g. Product and Services online catalogue);
- Subscription to online and written Product and Services forums;
- Provide information to Authorized Seller and/or Contracting Party's customers and/or the End User as applicable on the Product repairs portal; and
- Provide information to Authorized Seller and/or Contracting Party's customers and/or the End User as applicable for the renewal of Services contracts; and
- Cross-border Product authorization requests.

**END OF ZEBRA DATA PRIVACY ADDENDUM FOR NORTH AMERICA,
LATIN AMERICA AND ASIA PACIFIC**

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