Unless ZEBRA TECHNOLOGIES CORPORATION, or any of its affiliates ("Seller"), otherwise agrees in writing, the following terms and conditions ("T&Cs"; "Agreement") shall be applicable to all sales of all Products and services to Buyer. Any terms and/or conditions different than, or in addition to, these T&Cs which may appear on any purchase order or other document furnished by Buyer, or which may be implied by trade, custom, practice or course of dealing, are objected to and shall have no force and effect.

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

2. TERMS OF PAYMENT. Payment terms for the purchase of Products are net thirty (30) days from date of shipment, subject to credit approval. Each shipment shall be invoiced and paid for when due. Seller reserves the right at any time to revoke any credit extended to Buyer if payment is in arrears for more than thirty (30) days after notice to Buyer or Buyer's credit does not warrant further extension of credit.

3. TAXES; DUTIES. The prices do not include any applicable taxes, including VAT taxes, export and import customs duties and tariffs, and sales, use, goods and/or services taxes. The Buyer is responsible for payment of applicable taxes, duties and tariffs.

4. DELIVERY TERMS AND TRANSFER OF TITLE. The delivery terms for all shipments are FCA Seller's applicable manufacturing location or, at Seller's option, Seller's applicable distribution center (Incoterms 2010). Title (including risk of loss) shall pass from Seller to Buyer upon delivery to Buyer's common carrier or Buyer's representative at Seller's applicable manufacturing location or, at Seller's option, Seller's applicable distribution center. Title to all software incorporated in the Products does not pass to Buyer. Buyer is responsible for obtaining insurance for the Products after transfer of title; all claims with respect to the Product must be made by Buyer directly with its insurance carrier. Absent specific instructions, Seller will select for Buyer the common carrier for shipment, but in doing so, will not assume any liability for the shipment, nor shall the common carrier in any way be construed to be Seller's agent. Seller shall not be liable for any damages or penalties for any delays caused by any such common carrier or any failure of such common carrier to give notice of such delays.

5. SOFTWARE AND Firmware. To the extent a Product is or includes software proprietary to Seller ("Seller Software") or is hardware in which proprietary software is embedded ("Seller Firmware"). Buyer acknowledges and agrees that Seller Software and Seller Firmware (collectively, "Licensed Program"); constitute valuable trade secrets and Confidential Information of Seller. Title to the Licensed Program is retained by Seller. Buyer shall not disclose to a third party, or permit a third party to have access to the Licensed Program, or to any portion thereof, except to the extent such access is permitted under a valid, enforceable and written license agreement between Buyer and such third party in form and substance previously approved by Seller (a "License Agreement"). Seller grants to Buyer a non-transferable and non-exclusive license to use the Licensed Program in machine-readable form only, and, in the case of software supplied with hardware, only on systems supplied by Seller to Buyer under these T&Cs. Such license may not be assigned, sublicensed or otherwise transferred by Buyer without prior written consent of Seller. No right to copy the Licensed Program in whole or in part is granted except as permitted under the copyright law. Buyer shall not modify, reverse engineer, translate, decompile or disassemble the Licensed Program. Buyer agrees that it will deliver the Seller Software to end users only pursuant to a software sublicense agreement provided or approved by Seller and that it will use its best efforts to ensure that end users abide by all provisions contained in such software sublicense agreements. Buyer is not authorized to keep any copy of any Seller Software after it is shipped to the end user with a Product. Notwithstanding the foregoing, Licensed Programs will be licensed in accordance with the applicable software license agreement embedded or provided with the Licensed Program and in the event of a conflict between the terms of this section (Software and Firmware) and the software license agreement, the terms of the software license agreement shall prevail.

6. LIMITED WARRANTY.

a. Definitions.
   i. "End-User Customer" means the original user of the Product.
   ii. "Hardware" means the physical, tangible Product purchased from Seller including machine readable instructions provided for the sole purpose of booting the Hardware during startup.
   iii. "Product" means Seller branded Hardware, Software or replacement parts.
   iv. "Software" means, collectively, any Seller provided machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting the Hardware during startup.

b. Hardware Warranty. Unless otherwise stated by Seller in the Product warranty exceptions list, https://www.zebra.com/content/dam/zebra/warranty/product-warranty-exceptions-list.pdf, or in a sales agreement between Seller and End-User Customer, Hardware is warranted for a period of twelve (12) months from date of shipment from Seller or, with proof of purchase, from the purchase date whichever is later, against defects in workmanship and materials, provided the Hardware remains unmodified and is operated under normal and proper conditions and in accordance with Seller published specifications. The sole obligation of Seller for defective Hardware is limited to repair or replacement (at Seller's sole discretion) on a "return to service depot" basis with Seller's prior authorization. End-User Customer is responsible for shipment to Seller and assumes all costs and risks associated with this transportation. Seller shall be responsible for return shipment to End-User Customer, unless Seller, in Seller's sole and absolute discretion, determines that the corresponding Hardware has no defect or is not under warranty, in which case End-User Customer shall be responsible also for return shipment. No charge will be made to End-User Customer for warranty repairs. Seller shall not be responsible for any damage to or loss of any Software programs, data or removable data storage media, or the restoration or reinstallation of any Software programs or data. No technical support shall be provided during the Hardware warranty term other than to identify if a warranty repair is needed. Warranty repair shall be performed in a good and workmanlike manner. The repair shall conform in all material respects to the applicable Seller published specification for a period of thirty (30) days following completion of the repair or until the end of the original warranty period, whichever is longer. End-User Customer's sole and exclusive remedy in regard to warranty repair shall be to request Seller to re-perform the non-conforming warranty repair.

c. Software “as is.” Software is licensed “as is” with no warranty. Notwithstanding the above, unless otherwise stated by Seller in the Product warranty exceptions list, https://www.zebra.com/content/dam/zebra/warranty/product-warranty-exceptions-list.pdf or in a sales agreement between Seller and End-User Customer, for restricted software and for licensed demoware, as identified at zebra.com, End-User Customer may, for a period of ninety (90) days from when the instance of Software or Hardware are first shipped by Seller or, with proof of purchase or license, from the purchase date whichever is later, obtain, if available, releases, from https://www.zebra.com/us/en/support-downloads.html, and technical support.

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Terms & Conditions of Sale


d. General. The above warranty provisions are not transferrable by an End-User Customer and shall not apply to any Product (i) that has been repaired, tampered with, altered or modified except by Seller or its authorized representative; (ii) to the extent that in Seller's sole determination the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Seller including but not limited to Printheads, media, supplies, batteries and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Seller; or (iii) that has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable specification.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND CONDITIONS ON HARDWARE, SOFTWARE OR WARRANTY REPAIR FURNISHED, INCLUDING ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THAT SOFTWARE, SOLUTION, OR WARRANTY REPAIR WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE OR THE PROVISION OF WARRANTY REPAIR WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM DEFECTS OR ERRORS, THAT DEFECTS OR ERRORS IN SOFTWARE WILL BE CORRECTED, OR THAT HARDWARE OR SOFTWARE WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. THE REMEDY SET FORTH IN THIS HARDWARE WARRANTY SECTION ABOVE IS END-USER CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR OR IN CONNECTION WITH ANY CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO AND LIMITED BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THESE T&CS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SEELER SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY END-USER CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS (DIRECT OR INDIRECT), ANY DESTRUCTION OR LOSS OF DATA (DIRECT OR INDIRECT), DIMINUTION OF GOOD WILL, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH SELLER PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular End-User Customer.

FOR TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF PRODUCTS TO SUCH END-USER CUSTOMERS.

7. INFRINGEMENT INDEMNIFICATION.

a. Seller shall indemnify Buyer by (i) defending any claim and any lawsuit brought against Buyer alleging that any Seller-branded product ("Seller Product"), as originally delivered by Seller to Buyer under these T&Cs, directly infringes a US patent in existence as of the date of delivery of such Seller Product to Buyer ("Infringement Claim"), so long as Seller is promptly notified in writing by Buyer as to any such claim, is given sole authority and control of the defense, and is provided by Buyer all requested information and assistance for resolving or defending the Infringement Claim, and by (ii) paying all damages finally awarded against Buyer by a court of competent jurisdiction to the extent based upon the Infringement Claim. For non-Seller-branded products, including any third-party software, Seller’s obligations for IP infringement claims shall be limited to any indemnities or defense commitments provided by such third-party supplier. If a Seller Product is subject to an Infringement Claim or, if in Seller’s judgment may become subject to an Infringement Claim, Seller’s obligations under this section (Infringement Indemnification) shall be fulfilled if at any time Seller, in its sole discretion: (x) obtains a license for Buyer to continue to use or to sell the Seller Product; (y) replaces or modifies the Seller Product so as to be substantially functionally equivalent but non-infringing; or (z) refunds the purchase price paid to Seller by Buyer for such Product less a reasonable charge for straight line depreciation and/or prior use. Seller shall have no liability to Buyer for any alleged or actual infringement in connection with Buyer’s ordering, use or transfer of Seller Products after Seller’s notice to Buyer to cease use or transfer of such Products.

b. Seller shall have no liability to Buyer under these T&Cs (i) for any damages based upon a per-use royalty or the Buyer’s revenues, or upon any damages theory other than a reasonable royalty applied to, or lost profits of the patent owner based on, the purchase price paid by Buyer to Seller for the infringing Seller Product; or (ii) for any alleged or actual infringement arising out of (a) use of Seller Products in connection or in combination with equipment or software not provided by Seller, (b) use of Seller Products in a manner for which they were not designed, (c) any modification of Seller Products by anyone other than Seller, (d) compliance with Buyer’s designs, specifications, guidelines or instructions, or (e) use of the Product in a patented process. Seller shall not be responsible for any compromise or settlement made by Buyer without Seller’s prior written consent.

c. This section (Infringement Indemnification) PROVIDES BUYER’S SOLE AND EXCLUSIVE REMEDIES AND SELLER’S ENTIRE LIABILITY WITH RESPECT TO ANY INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE FURTHER SUBJECT TO AND LIMITED BY THE RESTRICTIONS SET FORTH IN THE GENERAL LIMITATION OF LIABILITY SECTION OF THESE T&CS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SEELER’S TOTAL LIABILITY ARISING FROM OR RELATED TO THESE T&CS SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY THE BUYER DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PURCHASE OF THE PRODUCT OR THE SERVICE AFFECTED, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

9. OTHER PRODUCTS AND SERVICES. Buyer acknowledges and accepts responsibility for the selection of the Products and services to achieve the Buyer’s intended results, and their installation, system integration and use. Buyer also has the responsibility for selection and use of other equipment, software, and services acquired from third parties outside of these T&Cs and used with the Products. Seller has no responsibility for planning, development, implementation, installation, system integration, or support unless provided under a separate written consulting or service agreement. Following the warranty period, upon request, Seller may provide, under a written service agreement at Seller’s charges and terms then generally in effect, service and support for the Products, provided the applicable services and parts are then generally available.

10. DELAYED ORDERS. Any request for delay in delivery of Product or in commencement of service must be in writing and shall be
effective only upon receipt by Seller. Buyer may not request Seller delay delivery of Product or service less than thirty (30) days prior to the scheduled shipment date of a Product, or less than fifteen (15) days prior to the commencement of the service. Buyer may not postpone a scheduled shipment of Product or commencement of service to a date more than three (3) months from the original scheduled shipment or commencement date, and any attempt to do so shall be deemed a cancellation of the order pertaining to such shipment of Product or service and Seller shall be entitled to pursue all legal remedies including without limitation lost profits. Buyer hereby acknowledges and agrees that the measure of Seller's damages for non-acceptance or repudiation as set forth in Section 708(1) of the Uniform Commercial Code (however numbered in the applicable state statute) is inadequate to put Seller in as good a position as performance would have done and that, therefore, Seller's remedy for an order deemed to have been canceled under this section (Delayed Orders) shall include the profit Seller would have made had it actually delivered the Product to or performed the service for Buyer. Purchase Orders accepted by Seller may not be canceled within thirty (30) days of the scheduled delivery date. Purchase Orders for Custom Product may not be canceled.

11. SECURITY INTEREST. Buyer grants to Seller a security interest in all Products now existing and hereafter acquired, including all proceeds thereof as defined by the Uniform Commercial Code as adopted in the State of Illinois, United States of America, and in all accounts receivable arising from the resale of the Products by Buyer. This grant of security interest is made to secure payment of all debts and liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities and obligations are now existing or hereafter arise and whether direct or contingent. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In the event Buyer fails to make payment when due for purchases, Buyer agrees to promptly pay all of Seller's costs of collection, including reasonable attorneys' fees, costs and expenses.

12. COLLECTION OF MACHINE DATA. a. “Machine Data” means anonymized usage data collected by Products such as battery management (time to empty, standby current, average current), device system time, CPU processing load, free RAM, number of running processes, network information (name, identifier), device identifier, firmware version, hardware version device type, audio volume, LED state, beeper volume, backlight level, key light, odometer count, reboot, reboot cause, total storage and physical memory availability, power cycle count, and device up time. b. Notwithstanding anything else in these T&Cs, all title and ownership rights in and to Machine Data are held by Seller. In the event, and to the extent, Buyer, as owner, desires to have any ownership rights in Machine Data, Buyer hereby grants Seller a limited, revocable, non-exclusive right and license to use Machine Data.

13. FORCE MAJEURE. a. Neither party shall be liable for any delay or default in its performance of any obligation under the T&Cs caused by events beyond its reasonable control, including but not limited to acts or omissions of any governmental authority, import or export regulations, embargoes or civil disturbance, war, delays or failures of subcontractors or suppliers or transportation or energy failures (a “Force Majeure Event”). b. If a Force Majeure Event could in the opinion of the affected party prevent, materially delay or adversely affect the performance of its obligations under the T&Cs then that party shall be entitled by reasonable notice to the other party to suspend performance of its obligations when the Force Majeure Event has been concluded. c. Notwithstanding the above subsection (a), a party shall be entitled to receive payment for Products delivered and for services on which it has commenced work.

14. EXPORT CONTROL. The Products, services and technology including technical data (collectively, the “Supplied Items”) that Seller may deliver or disclose to the Buyer are subject to United States export control laws and may be subject to export or import restriction in other countries. The Buyer shall at all times comply with the United States Export Administration Act of 1979, as may be amended from time to time (the “Export Act”), and the rules and regulations of such act. The Buyer shall obtain all required licenses and approvals necessary to comply with the Export Act and any other applicable law including any applicable laws pertaining to the export of the Supplied Items from the Buyer’s country. Seller may refuse to deliver the Supplied Items to the Buyer if Buyer is located in a country which the US Department of Commerce and/or the US Department of Treasury has placed an embargo (“Embargoed Countries”).

15. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) REGULATIONS. If Buyer is located in, or uses any Product within, any inhabited part of the European Union, and such Product was purchased after 13 August 2005, Buyer agrees to return any Product to Seller, at Seller’s expense, at the end of such Product’s useful life. Buyer warrants that such return of Product will be the exclusive method by which Buyer will dispose of any Product.

16. PUBLICITY. Neither party shall make any press release or similar public statement, about the other party, without the other party’s prior written consent.

17. ASSIGNMENT. These T&Cs shall inure to the benefit of and shall be binding upon the parties hereto. Except as stated in this section (Assignment), neither party shall have the right to pledge or otherwise dispose of its rights or delegate its duties under these T&Cs without prior written consent of the other party, except Seller may assign its rights to receive payment under these T&Cs without the prior written consent of the Buyer. In addition, Seller may assign its rights and obligations under these T&Cs, in whole or in part, to a parent, subsidiary or affiliated entity; or to another entity in connection with the sale or other transfer of all or substantially all of its business assets or one or more of its product lines.

18. DISPUTE RESOLUTION/GOVERNING LAW. a. These T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of the State of Illinois, excluding its conflicts of law principles. Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Cook or Lake County in the State of Illinois, USA, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum. Buyer further agrees that it will not initiate any action against Seller in any other jurisdiction. Buyer 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 Buyer is resident or in which any property or an office of Buyer is located) by suit on the judgment or in any other manner provided by law. b. If Buyer and Seller are located in the same state, Buyer agrees to be bound in any state court located in Buyer’s network. c. The provisions of this section (Dispute Resolution/Governing Law) shall survive the termination or expiration of these T&Cs. In the event any provision of these T&Cs shall be held unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions of these T&Cs shall remain in effect.

19. INFORMATION SECURITY. In performing Services hereunder, Seller shall use reasonable commercial efforts to comply with the Information Security Addendum attached hereto as Exhibit A and Seller’s Privacy Statement, subject to change at Zebra’s discretion. Buyer is responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Buyer’s network configuration, usage and systems.

20. PERSONAL DATA. a. This Section 20 shall apply to the extent that Regulation (EU) 2016/679 on the protection of natural persons with regard to the

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processing of personal data and on the free movements of such data ("GDPR") is applicable.

b. In relation to individually identifiable information that either Seller or Buyer provides to the other about their respective personnel and other natural persons ("Personal Data"), the party receiving Personal Data may collect, process and disclose such Personal Data to its respective personnel and Affiliates in order to perform the Agreement, carry out related transactional and data processing activities, for other legitimate business purposes, and for purposes of legal compliance.

c. Each party’s collection, access, use, storage, disposal and disclosure of Personal Data will comply with applicable data protection laws and in particular GDPR.

d. Each party may engage third parties to provide storage, processing services and other business-related activities related to the Personal Data collected from or provided by the other party, however each party will secure such third parties’ written obligation to treat such Personal Data solely in accordance with the data controller’s instructions and applicable data protection laws before transferring or disclosing any Personal Data.

e. Seller may transfer Personal Data to its Affiliates and/or third party service providers located in the United States and in other jurisdictions which may not have data protection legislation that provides adequate or equivalent protection within the meaning of laws in Buyer’s jurisdiction, although such transfers will be protected in accordance with Seller’s Privacy Statement or any equivalent thereof ("Privacy Statement").

f. Pursuant to applicable data protection laws, Seller maintains reasonable technical and administrative procedures to protect data including Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, but Seller cannot ensure or warrant the security of any data against any possible loss or unauthorized access.

g. The Buyer hereby agrees that Seller is permitted to use Personal Data to communicate and perform direct marketing activities via email, telephone, text messaging, fax or postal mail, to the extent permitted by applicable laws. By entering into an Agreement, Buyer, on its own behalf and on behalf of Buyer personnel, hereby consents to receive direct marketing material from Seller and its designee. If Buyer personnel wish to opt out of receiving direct marketing communications at any time, Buyer acknowledges that they can contact Seller as specified in Seller’s Privacy Statement. In addition, if the Buyer or any individual wishes to request access to any Personal Data held about them; have any Personal Data held about them amended; or prevent any processing of Personal Data; the Buyer acknowledges that Seller can be contacted as specified in the Privacy Statement.

h. Buyer represents warrants and undertakes to Seller that the Buyer complies with any applicable data protection laws and has provided any and all necessary notices to, and obtained any and all requisite consents from relevant individuals necessary to permit the activities referred to above.

i. Buyer acknowledges that Seller is reliant on the Buyer, its customers and/or end user for direction as to the extent to which Seller is entitled to use and process the Personal Data.

j. Buyer acknowledges that Seller shall not be responsible for any corruption, loss, destruction, alteration or disclosure of Personal Data to the extent that it is caused by Buyer, its customers and/or the end user or caused by Seller acting in accordance with the instructions of Buyer, its customers and/or the end user.

k. The use of the term “personnel” in this section 20.0 shall mean employees, officers, agents, contractors, sub-contractors consultants and any other temporary staff that interact with the other party from time to time.
INFORMATION SECURITY ADDENDUM

This Information Security Addendum ("Addendum") is a part of the Agreement and/or SOW to which it is attached and expressly incorporated by reference. This Addendum is subject to the terms and conditions of the Agreement. In the event of any conflicts between this Addendum and the Agreement, this Addendum will prevail.

1.) Definitions

"Personal Identifiable Information" or "PII" means (notwithstanding any definition in the Agreement and/or SOW): an individual’s first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted: (i) Social Security number; (ii) driver’s license number or State identification card number; (iii) account number or credit or debit card number or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account. PII does not include publicly available information or information that is otherwise lawfully made available to the general public from federal, State or local government records. PII does not include Machine Data (as defined in the applicable EULA) related to the device’s performance.

2.) Information Security Programs and Policies

2.1 Programs and Policies. Zebra’s information security program addresses the management of information security and the information security controls employed by Zebra and consisting of:

2.1.1 Documented policies that Zebra formally approves, internally publishes, communicates to appropriate personnel and regularly reviews and updates, as needed.

2.1.2 Documented assignment of responsibility and authority for information security program activities.

2.1.3 Policies or standards covering, as applicable, information asset use, record retention/destruction, information asset classification and management, cryptographic controls, access control, legal and regulatory compliance, operations and communications security and facility security.

2.1.4 Regular testing of the key controls, systems and procedures of the security program.

2.1.5 Use of reasonable administrative, technical and operational measures to ensure Buyer’s PII or Personal Data is secure.

3.) Risk and Asset Management

3.1 Risk Management. Seller regularly performs risk assessments and includes controls for risk identification, analysis, monitoring, reporting, and corrective action.

3.2 Asset Management. Seller appropriately classifies and controls hardware and software assets throughout their life cycle.

4.) Human Resources

4.1 Responsibilities. Seller employees are informed of their information security and privacy responsibilities under Seller’s policies.

4.2 Employee Controls. Seller employees who create, process, receive, access, transmit or store ("Handle" or "Handling") Buyer’s PII or Personal Data:

    Must undergo pre-employment background checks and screening.

    Are subject to disciplinary processes for violations of information security or privacy requirements.

    Must upon termination or applicable role change, return Buyer’s PII or Personal Data and be denied further access thereto.

5.) Physical and Environmental Safety
5.1 Physical and Environmental Security Controls. Seller’s physical and environmental controls at its data centers are appropriate for the risk associated with Handling Buyer’s PII or Personal Data and for the Seller equipment, assets, and/or facilities used to hold and process such information.

5.2 Ongoing Operations. Seller’s data centers containing Buyer’s PII or Personal Data and Seller systems are protected from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

6.) Communications and Operations Management

6.1 Controls. Seller’s communications and operations management control policies and standards address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, media controls, information in transit, encryption, audit logs, and network segregation.

7.) Access Control

7.1 Access Control. Seller’s access controls maintain the confidentiality of Buyer’s PII or Personal Data as follows:

7.1.1 Authorization process for physical, privileged, and logical access to facilities, systems, networks, wireless networks, operating systems, mobile devices, and system utilities containing Buyer’s PII or Personal Data.

7.1.2 Seller employee and third-party access granted only if it is logged, controlled, and needed for the performance of their job function.

7.2 Authentication. Seller authenticates each employee’s identity through appropriate authentication controls such as strong passwords, token devices, or biometrics.

7.3 Buyer Systems Isolation. Seller segregates logically all Buyer PII or Personal Data Handled under this Agreement from all other information when such segregation is specified in the Agreement and/or SOW to which this Addendum is attached and expressly incorporated.

7.4 Account Controls. Seller’s account controls include having unique user IDs and restricting access of inactive users.

8.) Information Systems Acquisition, Development and Maintenance

8.1 Systems Development Security. Seller considers information security to be an important part of all information systems acquisition and/or development and operations.

8.2 Network Diagrams. Seller develops, documents, and maintains physical and logical diagrams of networking devices and traffic.

8.3 Vulnerability Assessments. Seller performs vulnerability assessments on systems and applications that Handle Buyer’s PII or Personal Data.

9.) Information Security Incident Management

9.1 Incident Management Program. Seller’s information security incident management program addresses management of information Security Incidents and system weaknesses. Security Incidents are any loss, theft, misuse of or unauthorized access, disclosure or destruction of any Buyer’s PII or Personal Data (“Security Incident”).

9.2 Security Incident Reporting. Seller shall without undue delay notify Buyer if there is a Security Incident involving Buyer’s PII or Personal Data. Such notice will be given as provided for under the Agreement and to any specifically designated Buyer contact.

9.3 Response. Seller shall reasonably assist Buyer to respond to a Security Incident at the Buyer’s expense. Seller’s response may include: investigating the Security Incident, providing regular updates, determining notice obligations and identifying and executing remediation plans.
10.) Records, Audits and Monitoring

10.1 Reviews and Assessments. Buyer or its designated representative may upon thirty (30) days prior written notice to Seller, no more frequently than annually, and at Buyer's expense have the right to reasonably monitor, review and assess, in an agreed upon scope and length which shall not unreasonably interfere with Seller’s business and operations, Seller’s security and privacy practices related to Seller’s Handling of Buyer’s PII or Personal Data.

10.2 Compliance. Seller maintains compliance at its data centers with SOC 2.

10.3 Records. Seller shall keep a record of any processing of Personal Data carried out pursuant to the Data Processing Services (as defined below) at its normal place of business.

11.) General Data Protection Regulation

11.1 The parties shall abide by 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 (the “GDPR”). The GDPR shall apply only to the extent Buyer is established within the European Economic Area (“EEA”) and/or to the extent Seller is Processing Personal Data of Data Subjects located in the EEA on behalf of Buyer.

11.2 References in this Addendum to “Controller”, “Data Subjects”, “Processor”, “Processing” and “Personal Data” shall have the same meaning as defined in the GDPR.

11.3 Buyer hereby instructs Seller to provide the data processing services in respect of Personal Data in accordance with any data processing activities set forth in the T&Cs (“Data Processing Services”). Buyer and Seller acknowledge that Seller is the Processor and Buyer is the Controller. Seller may engage further sub-processors, including Seller affiliates, for the Processing of Personal Data provided that it endeavours to notify Buyer of any new or replacement sub-processors and enters into a written contract with the sub-processor which provides protections or guarantees that sub-processor considers necessary to implement appropriate technical and organisational measures in compliance with the GDPR. Seller shall remain liable for all acts or omissions of the sub-processors as if they were acts or omissions of Buyer (except to the extent that such acts or omissions are caused or exacerbated by the Buyer). If the Buyer objects to the appointment of a new or replacement sub-processor, the Buyer shall notify Buyer within five business days. Buyer shall be deemed to have accepted the sub-processor if Seller does not receive an objection with five business days. If the objection cannot be resolved by the parties within five business days of receipt by Seller of the written objection, Seller may on immediate written notice terminate the Agreement without liability. Once the Buyer provides its consent or authorisation to the use of a certain sub-processor in connection with the data processing services, the Buyer may not subsequently revoke its consent in respect of, or otherwise object to, the appointment of the relevant sub-processor.

11.4 Buyer Responsibilities

11.4.1 Buyer is responsible for ensuring that any Personal Data is complete and accurate for the purposes set out in the Agreement and/or SOW and certifies that any necessary consents required by the GDPR have been obtained for use of Personal Data by Seller under the Agreement and/or SOW. Seller is under no duty to investigate the completeness, accuracy, compliance or sufficiency of any processing instructions relating to Personal Data.

11.4.2 Buyer shall comply with its obligations under the GDPR in respect of the supply of Personal Data to Seller and shall ensure that Seller is lawfully permitted to process any Personal Data under or in connection with the Agreement and/or SOW. Buyer must notify Seller, in writing, whenever it supplies Personal Data to Seller.

11.4.3 Buyer acknowledges that Seller shall not be responsible for any corruption, loss, destruction, alteration or disclosure of Personal Data to the extent that it is caused by Buyer or Buyer’s affiliates, or caused by Seller acting in accordance with the instructions of Buyer or Buyer’s affiliates.

11.5 Seller Responsibilities
11.5.1 Seller shall process Personal Data supplied by Buyer only to the extent, and in such a manner, as is necessary for the purposes of the Agreement and/or SOW unless such processing is required by Data Protection Legislation to which Seller is subject in which case Seller shall, unless prohibited by law, notify the Buyer in advance of its intention to carry out such processing and allow the Buyer the opportunity to object.

11.5.2 Having regard to the state of technological development and the cost of implementing any measures, Seller shall take appropriate technical and organisational measures against the unauthorised 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 unauthorised or unlawful processing or accidental loss, destruction or damage of Personal Data; and (ii) the nature of Personal Data to be protected.

11.5.3 If Seller receives any complaint, notice or communication which relates directly to the Processing of Personal Data it shall as soon as reasonably practicable notify Buyer and it shall, at Buyer's expense, provide Buyer with full co-operation and assistance in relation to any such complaint, notice or communication.

11.5.4 Seller shall, at Buyer’s expense, provide Buyer with full co-operation and assistance in relation to Buyer’s obligations under the GDPR including providing Buyer 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 the GDPR.

11.6 Regarding transfers and Processing of Personal Data overseas, Seller Technologies Corporation, and its U.S. affiliates, has elected to self-certify to the EU-U.S. Privacy Shield Framework administered by the U.S. Department of Commerce. Accordingly, Buyer acknowledges and agrees that Personal Data supplied by Buyer to Seller may be transferred to, and the Data Processing Services may be provided by, Seller affiliates in the United States of America.

11.7 Where Seller appoints a sub-processor located in a territory which is outside of the EEA and does not have a finding of adequacy with respect to the protection of personal data by the European Commission, unless Seller determines that another more appropriate mechanism exists to lawfully transfer the Personal Data outside of the EEA, Seller shall procure that the relevant sub-processor (including any Seller Affiliate appointed as Sub-processor) located outside the EEA shall execute the EU model clauses.

11.8 The parties agree that if the relevant data transfer mechanism ceases to exist or is no longer considered to be a lawful method of transferring Personal Data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism Seller shall not be in breach of this Agreement to the extent that the parties do not promptly reach any such agreement.

12.) Miscellaneous

12.1 Payment Card Industry Data Security Standards. To the extent Seller agrees in a product-specific offering or SOW to Handle cardholder information (e.g. credit or debit card information), Seller will be in material compliance with the PCI Security Standards Council’s Payment Card Industry Data Security Standard (“PCI DSS”) requirements.

12.2 Network Risk Insurance. Seller currently maintains network risk insurance with minimum limits of coverage of not less than (i) $5,000,000 per claim, covering (exclusive of coverage required under the following clause (ii)) all acts, errors, omissions, network security, and privacy risks (including but not limited to unauthorized access to data or systems, failure of security, breach of privacy, wrongful collection, and disclosure or other mishandling of PII), and coverage for related regulatory defense and penalties, and (ii) $5,000,000 per claim, covering data breach expenses, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity theft monitoring or remediation services, including, without limitation, on behalf of individuals, and all other incurred remediation expenses. The coverage shall be written on either: (a) an occurrence basis; or (b) a claims-made basis, provided the coverage remains in effect for three (3) years following the date Seller; (i) no longer Handles Buyer PII, and (ii) has completed the destruction of all such information in Seller’s possession or control. Seller’s insurance must be primary and must respond to and pay before any other available coverage of Buyer. Seller will provide to Buyer upon its written request certificate(s) of insurance evidencing the current coverage.
12.3 Personal data collected under the Agreement (1) may be transferred, stored and/or processed in the United States or any other country in which Buyer, Seller or its service providers maintain facilities (2) will be subject to the privacy terms specified in Seller’s online privacy policy and (3) may be processed as specified in the Agreement including its exhibits and SOWs. Seller and Buyer will abide by the requirements of EU and Swiss data protection laws regarding the collection, use, transfer, retention, and other processing of Personal Data from the EU and Switzerland as applicable. Buyer agrees to ensure Personal Data provided to Seller under the Agreement is provided to Seller in a manner that satisfies the requirements of any applicable data protection laws.