



## TERMS AND CONDITIONS

These Terms and Conditions, together with the Service Order Form and Service Description Document (“SDD”), as applicable (collectively, the “Agreement”), shall apply to and govern: (i) all direct sales of Services by Zebra Technologies International, LLC, or any of its Affiliates (collectively and individually referred to as “Zebra”) to End Users; (ii) all sales of Services by Zebra to End Users through Authorized Sellers; and (iii) all sales of Services by Zebra to Company.

TERMS OR CONDITIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THOSE CONTAINED HEREIN ARE HEREBY REJECTED AND OF NO FORCE OR EFFECT. Any prior or contemporaneous representations, agreements, comments, covenants, or assertions that relate to the subject matter of the Agreement, whether written or oral, are not enforceable.

### 1.0 Definitions

“**Acceptance Notice**” means a Zebra communicated written notice of acceptance of a Service Order Form or Purchase Order for Services placed by Authorized Seller or Contracting Party.

“**Affiliates**” means any other entity directly or indirectly controlling or controlled by or with common control with one of the parties 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.

“**Authorized Seller**” means a Reseller or a Distributor.

“**Company**” means an Authorized Seller who subcontracts Zebra to perform Services while contracting directly with an End User and serving as the End User’s sole point of contact with respect to the Services.

“**Contracting Party**” means the party with which Zebra consummates the sale of Services (depending on the structure of the sale) and to which the Agreement shall apply. For direct sales by Zebra to End Users and sales of Services by Zebra to End Users through Authorized Sellers, the Contracting Party means: End Users. For sales of Services by Zebra or by a Distributor to Company, the Contracting Party means: Company.

“**Distributors**” means Zebra authorized distributors listed on Zebra’s website at <http://www.zebra.com> or any equivalent thereof and located in the Region where Services are purchased.

“**e-Contract**” means Services purchased via an electronic medium, including but not limited to those via Electronic Data Interchange (commonly referred to as EDI), or Zebra’s My-Symbol-Order Web portal (also known as MSO).

“**End User**” means a customer who buys Services for its own use and not for resale, either directly from Zebra or through an Authorized Seller.

“**Parties**” or “**Party**” means Zebra, Authorized Seller and Contracting Party.

“**Purchase Order**” means written or electronically submitted purchase order by Authorized Seller or Contracting Party to Zebra for the purchase of Services under this Agreement.

“**Region**” means one of the four geographic divisions in which Zebra operates. The four regions are (i) North America (ii) Latin America (iii) Europe, Middle East and Africa; and (iv) Asia Pacific.

“**Reseller**” means any company that holds a reseller certificate and could include members in Zebra’s channel partner program and other dealers who purchase Services from Distributors.

“**Services**” mean service offers identified by a Zebra designated SKU number or other identifying factor established by Zebra and described in writing to the End User or to Company.

“**Service Order Form**” means a document in a format prescribed and issued by Zebra for the Services to be performed by Zebra to End User or to Company. The Service Order Form is included as part of this Agreement. Each Service Order Form will incorporate this Agreement by reference and must be signed or electronically accepted by the Parties.

“**Software**” means: (i) Zebra proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; and (ii) any corrections, fixes, modifications, enhancements, new versions and new releases of the software provided by Zebra;

## **2.0 Nature of Agreement.**

By Company’s signing of the Service Order Form, or by End User’s submission to Zebra or to an Authorized Seller of a Purchase Order for Services, Company or End User (as applicable) orders and agrees to pay for those Services listed in the Service Order Form or Purchase Order, as applicable and Zebra agrees to deliver such Services.

Zebra’s agreement to deliver such Services will be through an Acceptance Notice provided within five (5) business days of receipt of the signed Service Order Form or Purchase Order. In the absence of such an Acceptance Notice, Zebra shall be deemed rejecting the order for the Services described therein.

In addition, should a Service Order Form or Purchase Order not comply with Zebra’s order criteria, Zebra will require Company or End User (as applicable) to issue a revised Service Order Form or Purchase Order. If Zebra is not in receipt of a revised Service Order Form or Purchase Order within forty-six (46) days following the original Service Order Form or Purchase Order date, then the Service Order Form or Purchase Order will be deemed rejected and a new Service Order Form or Purchase Order will be required.

## **3.0 Term.**

Services shall be supplied to Contracting Party for the term defined in the applicable SKU or as otherwise agreed to in writing by Zebra and subject to Company’s or End User’s (as applicable) compliance with all of the terms and conditions of the Agreement.

## **4.0 Supported Equipment.**

**4.1** Zebra will provide the Services with such levels of skills and experience as it deems appropriate to perform the Services. Zebra’s obligation to deliver the Services is subject to Zebra’s receipt of all required information regarding the Contracting Party and the supported products as Zebra shall request. This information may include but is not limited to: Authorized Seller or Contracting Party billing address; product’s installation address; authorized contact names; valid serial numbers, and service start date. Where available, for e-Contract orders, the Authorized Seller and Contracting Party must provide to Zebra a valid authorized Contracting Party’s e-mail address and company address. Automatic addition (“Auto-Add”) of additional units of product and automatic renewals are available only to End Users who purchase Services directly from Zebra. Purchasers of Services through Authorized Sellers may change, add or delete product units to the Agreement only by submitting a written order via an Authorized Seller. Auto-Add and automatic renewals are not available to Company under the Agreement.

**4.2** Zebra may require from the Contracting Party a proof of purchase of the particular unit of product and the Services for such product. The Services shall cover the particular units of Zebra products described in the Acceptance Notice issued by Zebra which will, among other things, identify the product number and associated serial number for each unit of product covered. During provision of the Services, if replacement parts or units of products are needed, such parts will be new or refurbished, and such units of products will be products equivalent to new in performance.

**4.3** The Agreement covers the individual units of the Zebra products identified in the Acceptance Notice, including any Auto-Add units that are acquired by the End User for which Zebra will issue a separate Acceptance Notice.



## **5.0 Service Charges.**

Services price(s) as listed are for each particular category of Services related to it. These charges do not include applicable taxes. The price(s) will remain as listed during the initial term of Agreement.

## **6.0 Invoicing and Payment Terms.**

For Services purchased directly from Zebra, invoices will be provided by Zebra up to forty- five (45) days in advance of the applicable period during which Services will be performed. Unless specified otherwise in any other agreement between the Parties covering the subject matter hereof, all payment terms are net thirty (30) days from the date of invoice. 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 and absolute discretion, Zebra determines that the Authorized Seller's or the Contracting Party's credit does not warrant further extension of credit. Additionally, Zebra may charge a late payment interest in the amount of 1.5% per month of any and all balances of invoices from when they are due and payable, or the highest rate permitted by law, whichever is less. Zebra may also, in its sole discretion, suspend the Services due to non-payment of any sums due or payable until all such outstanding sums have been fully paid. For Services purchased through or from an Authorized Seller or from Company, the payment terms agreed to between End User and such Authorized Seller or Company will apply as between such End User and the Authorized Seller or Company (as applicable).

## **7.0 Limitations.**

Service coverage does not include physical damage, misuse, unauthorized alterations or attempts to repair, abnormal operating environments, manmade or natural disasters, direct lightning damage, or damage to consumable items such as tapes, diskettes, ribbons, paper, cables, print heads, batteries or chargers, and does not include any associated equipment or system except as affected by the particular covered product, unless also specifically covered in writing by Zebra. Products submitted for repair under these conditions will be subject to an additional fee to bring product up to Zebra's specifications. Zebra warrants that Services will be performed in a good and workmanlike manner and for a period of thirty (30) days following completion.

## **8.0 Services outside of Scope of Standard Offers.**

Where services are requested that are outside the scope of the services covered under Zebra's standard Service offering as described in the SDD's, such services will require additional payment by Contracting Party in accordance with Zebra's prevailing rates. Prior to carrying out such services, Zebra shall issue a quote to the Contracting Party (directly or via the Authorized Seller) for payment via a credit card if the additional payment is less than \$1,000. Zebra requires a purchase order if the additional payment is greater than \$1,000.

## **9.0 Right to Inspect.**

9.1 Zebra reserves the right to inspect any unit of product that has not been covered by a Zebra service agreement or Zebra service warranty and, if necessary, make it operational. Contracting Party will be responsible for an inspection fee as well as the cost of any repair work that may be necessary to make the product acceptable for coverage under the Agreement. Equipment which had been covered by an Agreement that has expired may also be subject to product inspection fees prior to renewal.

9.2 Zebra reserves the right to inspect any unit of product returned for repair to verify it only utilizes entitled Software, and to charge Contracting Party for any Software for which Contracting Party does not have a valid, enforceable and written end user license Agreement with Zebra and either entitlement under a valid Zebra warranty or a Zebra support agreement.

**10.0 Contracting Party Responsibilities.** Contracting Party's responsibilities include, among other things: (a) immediately notifying Zebra if there is any change regarding the information provided as part of the Agreement or the products (this may impact Zebra's ability to perform and require additional fees); (b) If a product is registered with Google's Android™ Zero Touch Service, it is Contracting Party's responsibility to deregister such product from the Google Android Zero Touch Service portal prior to returning the product to Zebra. Zebra hereby disclaims any and all liability resulting from a failure to safeguard End-User confidential information as a result of Contracting Party's failure to deregister a product from the Google Zero Touch Service portal. Additionally, Zebra will not be responsible for any delay in Turnaround Time of the repair of such product, if Contracting Party fails to deregister the product prior to returning the product to Zebra



for repair; (c) making all reasonable efforts to cooperate with Zebra in resolving problems remotely, including without limitation executing self-tests or diagnostic programs; (d) paying all telecommunications charges associated with provision of telephone and remote Services; (e) ensuring compatibility of non-supported products, accessories and devices with the product(s); (f) maintaining security of proprietary and confidential information, including without limitation by implementing a procedure for reconstruction of lost or altered files or data programs; and (g) fulfilling such other responsibilities that may be identified in or required by any associated SDD's.

## **11.0 Changes and Notices.**

**11.1** Zebra may change the serial number of product(s) covered by the Services when the original product is damaged beyond economic repair and a replacement product is provided or when the Services provides for an advance replacement product. Zebra will provide Contracting Party with notification of the replacement unit serial number.

**11.2** In addition to requesting the Auto-Add feature, where applicable, End User may request a change of the unit(s) of each product covered under the Agreement by forwarding those changes in writing to Zebra at: 3 Overlook Point, Lincolnshire, Illinois 60069 Attn: Service Contract Administration. Additions to the Agreement may be accepted by Zebra, and if accepted, shall be effective thirty (30) days after receipt. Fees for such additional units of product shall be prorated for the remaining term under the then-current Agreement. The Agreement is non-cancellable although a deletion of some limited number of units of product from the Agreement may be accepted by Zebra, at its sole and absolute discretion, thirty (30) days after receipt of such proposed request for a deletion of a unit for a pro-rata credit of the pre-paid fee for the Service of such units. Products submitted for repair while not under Services or warranty will be charged Zebra's per incident repair rate prevailing at the time such service is provided prior to placing them under this Agreement.

**11.3** All notices required to be given under this Agreement shall be in writing and delivered in any of the following ways: (i) hand; (ii) facsimile; (iii) email; or (iv) overnight courier to the appropriate Party as follows:

(a) Notices to Contracting Party or Authorized Seller shall be sent to their primary business address as indicated on their Service Order Form or in its profile 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  
Attn: Service Contract Administration

## **12.0 Termination.**

Termination does not relieve the Parties of their respective accrued obligations hereunder. Zebra must deliver all Services due until the termination date, and Contracting Party must pay for all Services delivered. Zebra may terminate the Agreement if: (a) Contracting Party fails to comply with the Agreement (including its payment terms) or when Zebra is otherwise not paid for the Services within ten (10) days of written notice by Zebra of such failure or non-payment; or (b) Contracting Party institutes or consents to any insolvency or bankruptcy related proceeding, or otherwise makes an assignment for the benefit of its creditors.

## **13.0 Force Majeure.**

Zebra shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire or flood or other casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those herein specified) that are beyond Zebra's reasonable control.

## **14.0 Limitation of Liabilities.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEBRA WILL NOT BE LIABLE TO CONTRACTING PARTY AND/OR TO AUTHORIZED SELLERS, THEIR 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, 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 AGREEMENT, OR THE INABILITY TO USE THE PRODUCTS, 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. CONTRACTING PARTY'S AND/OR AUTHORIZED SELLER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO PERFORMANCE OF THE SERVICES PROVIDED FOR BY THE AGREEMENT OR THE FAIR MARKET VALUE THEREOF. ZEBRA'S ENTIRE LIABILITY FOR DAMAGES TO AND/OR CONTRACTING PARTY AND/OR AUTHORIZED SELLERS OR OTHERS RESULTING FROM SERVICES PERFORMED UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE ANNUAL SERVICES CHARGE PAID BY CONTRACTING PARTY AND/OR AUTHORIZED SELLERS, EXCEPT FOR INSTANCES OF PHYSICAL INJURY TO PERSON OR TANGIBLE PERSONAL PROPERTY DAMAGE. TANGIBLE PERSONAL PROPERTY DOES NOT INCLUDE, WITHOUT LIMITATION, DATA, RECORDS, OR DOCUMENTS OR ANY OTHER RECORDED INFORMATION. (SUCH DATA, RECORDS, DOCUMENTS OR OTHER RECORDED INFORMATION ARE EXCLUDED AS TANGIBLE PROPERTY REGARDLESS OF IN WHAT MEDIUM, INCLUDING ELECTRONIC, THEY ARE STORED). EXCEPT AS STATED HEREIN, ZEBRA DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. NEITHER PARTY MAY BRING A LEGAL ACTION UNDER THE AGREEMENT OR RELATED TO THE SERVICES MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE UNLESS PROVIDED OTHERWISE BY APPLICABLE NON-WAIVABLE LAW.

#### **15.0 Holidays.**

Zebra will observe all local public holidays and no Services shall be provided on these days.

#### **16.0 Disputes.**

If any legal proceedings are commenced to resolve any dispute or difference that may arise in connection with the Agreement 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's fees incurred in connection with any appeals.

#### **17.0 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 Agreement constitutes the entire understanding between Zebra and Authorized Seller and/or Contracting Party 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 Agreement and the SKU or any of SKU's related SDD's, the Agreement shall prevail.

#### **18.0 Assignment.**

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Contracting Party may not transfer or assign its interests in the Agreement, in whole or in part, without the prior written consent of Zebra, which consent shall be in Zebra's sole and absolute discretion to grant. Zebra has the right to assign and subcontract its interests in and obligations under the Agreement and Contracting Party specifically acknowledges and agrees that the Zebra entity which invoices the Authorized Seller or the Contracting Party under this Agreement may transfer or assign its interests in the Services and the Agreement to a Zebra Affiliate, to the purchaser of all or substantially all of the capital stock, assets or business of such Zebra entity, or to any other third party (the "Assignee"), without the consent of Contracting Party, provided that such Assignee assumes all of Zebra's obligations under this Agreement. Notwithstanding the foregoing, if Zebra and the Contracting Party have a current valid and enforceable agreement for the Sale of the Services by Zebra such agreement will supersede and prevail with respect to any inconsistencies there between.

#### **19.0 Governing Law and Venue.**

**19.1** When the Services are delivered in North America Region, the Agreement shall be governed by the laws of the State of Illinois, excluding its conflicts of law principles, thereof and excluding the Convention on Contracts for the International

Sale of Goods. All Parties 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 Agreement, and waive any objections that this venue is an inconvenient forum. Authorized Seller and Contracting Party further agree that they will not initiate any action against Zebra, its employees, or any of its Affiliates in any other jurisdiction. Authorized Seller and Contracting Party agree that a final judgment in any such action or proceeding against them by Zebra will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Authorized Seller and Contracting Party are resident or in which any property or an office of Authorized Seller and Contracting Party is located) by suit on the judgment or in any other manner provided by law.

**19.2** The Parties hereby: (i) consent to service of process in any lawsuit between or among Zebra and Authorized Seller and Contracting Party and arising in whole or in part under or in connection with the Agreement in any manner permitted by Illinois law; (ii) agree that service of process made in accordance with clause 19.2 (i) or made by registered or certified mail, return receipt requested, at Zebra, Authorized Sellers and Contracting Party's respective addresses, as specified pursuant to Section 11.3, 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 19.2 (i) or (ii) does not constitute good and valid service of process.

## **20.0 Export Control.**

Authorized Seller and/or Contracting Party acknowledges its understanding that any products, services, and technology, including technical data (collectively the "Supplied Items") Authorized Seller and/or Contracting Party receives from Zebra, 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 pursuant to United States Export Administration Act of 1979 and related laws, and these export controls and trade sanctions may be extraterritorial. Authorized Seller and/or Contracting Party represents and warrants that: (i) Authorized Seller and/or Contracting Party is not located in, under the control of, or a national or resident of Cuba, Iran, North Korea, North Sudan, Syria, or to any other country subject to restriction under applicable U.S. 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) Authorized Seller and/or Contracting Party 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 Authorized Seller and/or Contracting Party 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) Authorized Seller and/or Contracting Party 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 U.S. government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Authorized Seller and/or Contracting Party is neither on any such restricted party list nor under the control of an entity on any such list; (iv) Authorized Seller and/or Contracting Party 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 U.S. government or any other government, nuclear regulatory agency and/or defense regulatory agency, without the proper written government authorization, if applicable; and (v) Authorized Seller and/or Contracting Party 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 U.S. or other nations, and Authorized Seller and/or Contracting Party acknowledges that it will 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 Authorized Seller's and/or Contracting Party's transfer, export or re-export sales of the Supplied Items, Zebra will not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

Authorized Seller and/or Contracting Party acknowledges its understanding that any Supplied Items Authorized Seller and/or Contracting Party receives from Zebra, 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 country of export 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 country of export and that such export controls and trade sanctions may be extraterritorial. In addition to the laws and regulations of the United States, the Supplied Items may be subject to the export controls and trade sanctions of Australia, China, EU, Hong Kong, Japan, Malaysia, or Singapore. With respect to Authorized Seller's and/or Contracting Party's



transfer, export or re-export sales of the Supplied Items from those countries, Zebra will not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

### **21.0 Third-Party Rights.**

If applicable, a person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **22.0 Language.**

The parties hereto confirm that it is their wish that the Agreement, 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 confirment qu'il est leur souhait que l'accord et tous les autres documents qui lui sont associés, y compris les notifications entre les parties, ont été et doivent être rédigés en anglais.

Las partes involucradas confirman que es su deseo que el Acuerdo, así como todos los otros documentos asociados al mismo, incluyéndose notificaciones entre partes, han sido, y deberán ser elaborados, en idioma Inglés.

### **23.0 Personal Data.**

Each Party may collect and process Personal Data (as defined below) provided to the other Party about their personnel (as defined below) or other natural persons and business opportunities. Each Party may collect, process and disclose such Personal Data to its personnel and Affiliates in order to perform a contract carry out related transactions and data processing activities, for legitimate business purposes and for purposes of legal compliance. Each Party's collection, access, use, storage, disposal and disclosure of Personal Data will comply with applicable Data Protection Laws (as defined below). 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 the Data Protection Laws, before transferring or disclosing any Personal Data. Zebra 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 Authorized Seller's and/ or Contracting Party's jurisdiction, although such transfers will be protected in accordance with Zebra's Privacy Statement available at [http://www.zebra.com/id/zebra/na/en/index/about\\_zebra/our\\_company/compliance/privacy\\_statement.html](http://www.zebra.com/id/zebra/na/en/index/about_zebra/our_company/compliance/privacy_statement.html); or any equivalent thereof ("Privacy Statement"). Pursuant to applicable Data Protection Laws, Zebra 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 Zebra cannot ensure or warrant the security of any data against any possible loss or unauthorized access. Authorized Seller's and/ or Contracting Party's hereby acknowledges that it will be required to receive from Zebra and its contractors, agents and representatives, certain Service and Product related material as a recipient of Services under this Agreement, including but not limited to, operational and commercial information. Authorized Seller and/ or Contracting Party expressly agrees that Zebra 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 law. By entering into this Agreement, Authorized Seller and/ or Contracting Party on their own behalf and on behalf of their personnel, hereby consent to receive direct marketing from Zebra and its designees. If Authorized Seller and/ or Contracting Party personnel wish to opt out of receiving direct marketing communications at any time, Authorized Seller and/ or Contracting Party acknowledge that they can contact Zebra as specified in the Privacy Statement. Authorized Seller and/ or Contracting Party represents, warrants and undertakes to Zebra that Authorized Seller and/ or Contracting Party have 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.

Authorized Seller and/ or Contracting Party acknowledge 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 caused by Zebra acting in accordance with the instructions of Authorized Seller and/ or Contracting Party.

Where required by a Data Protection Law and where Zebra receives from Authorized Seller and/ or Contracting Party (as data controller) Personal Data, Zebra shall be considered the data processor and shall process such Personal Data in



accordance with Zebra's Privacy Statement, as permitted hereunder and in accordance with Authorized Seller's and/ or Contracting Party's explicit directions. Where Zebra and Authorized Seller and/ or Contracting Party exchange Personal Data and where an applicable Data Protection Law applies, Zebra and Authorized Seller and/ or Contracting Party shall comply with obligations under said Data Protection Law including satisfying obligations as Data Processor and/or Data Controller under such Data Protection Law.

Where required by a Data Protection Law, Authorized Seller and/ or Contracting Party as a data processor shall:

- (i) have in place appropriate and sufficient technical and organizational measures to ensure an appropriate level of security and to ensure the protection of the rights of the data subject (as defined below), considering typical practices, implementation costs, the nature, scope, context and purposes of the processing and the risks presented by the processing of such Personal Data;
- (ii) conduct a data protection impact assessment when using new technologies to process the Personal Data or where the processing otherwise presents a high risk to the privacy of data subjects;
- (iii) not engage another processor without the prior, written and express authorization of Zebra;
- (iv) If the Personal Data is received or collected in the European Economic Area or Switzerland, not transfer Personal Data outside of the European Economic Area or Switzerland without the prior, written and express authorization of Zebra. Where such authorization is provided, Authorized Seller and/ or Contracting Party shall ensure that there is a valid data transfer mechanism in place to protect the Personal Data, in accordance with the Data Protection Laws and to the reasonable satisfaction of Zebra;
- (v) assist Zebra to comply with requests from data subjects exercising their data subject rights under the relevant Data Protection Laws;
- (vi) ensure that personnel of Authorized Seller and/ or Contracting Party processing the Personal Data are under written obligations of keeping the Personal Data confidential;
- (vii) notify Zebra without undue delay and in any case no later than 24 hours after becoming aware of a Personal Data breach, such notifications shall contain appropriate details setting out the nature of the breach and the categories and number of data subjects and records concerned, data processor contact information, likely consequences of the breach, and the steps taken to mitigate the adverse effects of the breach. If requested by Zebra, Authorized Seller and/ or Contracting Party shall assist Zebra in notifying immediately data subjects of a Personal Data breach caused by Authorized Seller and/ or Contracting Party or any processor acting under Authorized Seller's and/ or Contracting Party's direction, at no cost to Zebra;
- (viii) provide Zebra with all information that, in the reasonable opinion of Zebra, is necessary to demonstrate compliance with this Section and permit Zebra or its duly authorized representatives, on reasonable prior notice, to inspect and audit Authorized Seller's and/ or Contracting Party's data processing activities to validate Authorized Seller's and/ or Contracting Party's compliance with this Section; and
- (ix) at the choice of Zebra, and within 5 business days after receiving Zebra's written instructions, delete or return all Personal Data to Zebra without retaining any existing copies unless authorized under a Data Protection laws.

Nothing in this Agreement relieves Authorized Seller and/ or Contracting Party of any obligations as data processor or data controller under any Data Protection Law. As used in this Section, "Data Protection Laws" means any relevant data protection legislation applicable to the data in the region where stored, transferred or processed (including without limitation the General Data Protection Regulation (EU 2016/679)) with an effective date of May 25, 2018; and the terms "Personal Data", "Personal Data breach", "processing", "data subjects"; "data processor" and "data controller" shall have the meanings ascribed to them in the corresponding Data Protection Law. The use of the term "personnel" in this Section shall mean an individual that interacts with the other Party including, but not limited to, employees, officers, agents, contractors, sub-contractors, consultants and any other temporary staff.

#### **24.0 Restriction on Services.**

FOR PRODUCT SKUS THAT ARE DESIGNATED NOT FOR SALE, SERVICE AND/OR USE OUTSIDE OF CHINA, THESE SKUS ARE ELIGIBLE FOR SERVICE COVERAGE ONLY IN MAINLAND CHINA FROM ZEBRA AND/OR ZEBRA AUTHORIZED CENTERS.

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