



## Zebra Retail Solutions

### Inventory Services Agreement

By using the Services or entering into a SOW, Pilot Agreement or other agreement where this Inventory Services Agreement (“Agreement”) is referenced (“Order”), the company entering into the Order agrees to be bound by the terms of this Agreement. “Zebra” refers to the Zebra entity identified on the Order and Customer shall mean the customer identified on the Order.

#### 1. DEFINITIONS:

1.1 “**Affiliate(s)**” shall mean any entity that controls, is controlled by or is under common control with a Party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity, whether through the ownership of voting equity, agreement, representation on its board of directors, by contract or otherwise.

1.2 “**Change Order**” Any change to the Services must be confirmed in writing and authorized by representatives of both Parties.

1.3 “**Customer Care Support**” shall mean the ZRS Help Desk available to Customers.

1.4 “**Customer Inventory Data**” shall mean any data or information of Customer, provided to or obtained by ZRS in the performance of the Services.

1.5 “**Data Privacy Addendum**” or “**DPA**” shall mean the attached Exhibit A.

“**Deliverables**” shall mean the ZRS proprietary inventory reports prepared for Customer in performance of the Services.

1.6 “**Proprietary Rights**” shall mean any legally recognized right in any patent, patent application, invention, copyright, trade secret, trademark, service mark, trade name, mask work, know-how, idea and/or concept, process, methodology, tool, technique, or other intellectual property right.

1.7 “**Report Templates**” shall mean the style, formatting and presentation of the Customer Inventory Data that comprise the Deliverables.

1.8 “**Services**” shall mean services provided by ZRS to Customer pursuant to a SOW referencing this Agreement. Services shall include, but not be limited to:

- delivery of the ZRS Inventory System Kit
- modifications to the Customer UPC and SKU master files, including, analysis, modification and compression, and creation of a delta update process and conversion to permit incorporation into the ZRS Inventory System database
- data loading, software hosting
- software screen modifications that can incorporate each level of hierarchy, including districts, regions, divisions, corporate, store level

- customization of ZRS software to reflect piece count, audit, rescans and any additional changes identified in the SOW
- creation of Customer-specific reports using the Report Templates
- customization of output files of inventory data to coordinate with Customer’s backend systems
- online training in use of the ZRS Inventory System
- customer care support

1.9 “**Tangible Property**” shall mean tangible personal property and physical assets but does not include, without limitation, data, records, documents or other recorded information regardless of what medium on which they are stored whether physical or electronic.

1.10 **Zebra Retail Solutions (“ZRS”)** – The Zebra Technologies’ internal business unit focused specifically on developing and providing industry leading physical inventory management services and solutions to retailers globally.

1.11 “**ZRS Inventory System Kit**” shall mean the physical inventory equipment, software and materials supplied to the Customer by ZRS hereunder and shall include, the following:

- Scanners, Scanner Chargers, Wireless Access Points, Wireless Communication Cards (the “Equipment”), and Supplies for use by Customer to perform, a self-scanning physical inventory.
- ZRS SOFTWARE customized for Customer in accordance with the applicable SOW.
- Procedure Manuals, Forms and Instructions for performance, by Customer personnel, of the physical inventory.

1.12 “**ZRS Software**” shall mean the software, delivered by ZRS to Customer and included in the ZRS Inventory System Kit.



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### **2. FEES; EXPENSE REIMBURSEMENT; TAXES; CREDIT**

2.1 Customer shall pay the fees set forth in the SOW (“Fees”) and reimburse Zebra for its reasonable expenses incurred in connection with the Services. Zebra shall invoice Fees and expenses incurred pursuant to the applicable SOW or at the close of each inventory. Customer shall pay all invoiced amounts within thirty (30) days NET of invoice date.

2.2 The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Zebra is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Zebra the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Zebra will be solely responsible for paying and reporting taxes on its income or net worth.

2.3 All payments to be made by Customer under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Customer is compelled to make any such deduction, it will pay to Zebra such additional amounts as are necessary to ensure receipt by Zebra of the full amount which that party would have received but for the deduction. From time to time ZRS shall (if and to the extent that it is entitled to do so under applicable law) request and/or submit to Customer and/or its subsidiaries duly completed and signed copies of one or other form and any additional information as may be required under then current law, regulations or any income tax treaty to which the United Kingdom is a party to claim the inapplicability of, or exemption or partial exemption from, any withholding taxes on payments in respect of all amounts (to which such withholding would otherwise apply) to be received by Zebra and Customer and/or its subsidiaries will take all reasonable steps to seek, obtain and apply the most favorable withholding tax obligations legally possible in respect of payments to Zebra.

2.4 Credit Limits. Credit limit decisions are solely at the discretion of Zebra. Without prejudice to the foregoing, services shall at all times be subject to the approval by Zebra of Customer’s credit. Zebra reserves the right, even after partial performance or partial payment on customer’s account to require from Customer satisfactory security prior to performance of its obligations. Refusal to furnish such security will entitle Zebra to defer any further Services until

such security is furnished or to cancel Customer’s account or so much of it as remains unperformed without prejudice to any rights which Zebra may have against Customer in respect of breach of contract or otherwise.

### **3. FORCE MAJEURE EVENTS.**

Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of material delay caused by an act of God, war, terrorism, strikes or labor disputes, civil disturbance, court order, governmental action, or natural disaster (each, a “Force Majeure Event”). For the avoidance of doubt, the occurrence of a Force Majeure Event shall not extinguish any payment obligation of Customer.

### **4. PROPRIETARY RIGHTS.**

Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Subject to Customer’s ownership of the Customer Inventory Data, Zebra owns and retains all Proprietary Rights in and to the Services and Deliverables, including the Report Templates. Zebra hereby grants to Customer, subject to payment of all applicable Fees and compliance with the Agreement, a non-exclusive, non-transferable, license (without the right to sublicense) to use the Deliverables solely for its internal business purposes. Unless otherwise expressly agreed in writing, Customer shall not modify or copy (or permit others to modify or copy) any part of the Deliverables, except for such copies made for archival or backup purposes.

All software, including without limitation ZRS Software, supplied or utilized by Zebra, including any software that is customized by Zebra for Customer, and any copies thereof, in whole or in part, (collectively, the “Software”) are the property of Zebra or its licensor and shall remain the property of Zebra, and Customer shall only use the Software as contemplated by this Agreement. Zebra reserves all rights to the Software not expressly granted to Customer hereunder. Customer shall not make any claims of ownership and hereby assigns all right, title and interest in and to the Software, which it may have, to Zebra. This Agreement does not constitute a sale or a resale of the Software and does not grant an ownership interest in any copy of the Software.

Customer shall not remove or modify, or attempt to remove or modify, any proprietary notices contained in the Software. The Software contains trade secrets and other Confidential Information and, in order to protect them,



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Customer shall not decompile, reverse engineer or disassemble the Software. Customer shall make reasonable efforts to prevent any unauthorized copying of the Software. Customer agrees that Customer shall be liable for any unauthorized copying, access, reverse engineering or unauthorized use of the Software by Customer.

Notwithstanding any provision herein to the contrary, Zebra is, and shall remain at all times, the owner of all: (i) ideas, concepts, know-how or techniques discovered, produced, developed, reduced to practice or used at any time related to this Agreement or any applicable SOW; and (ii) all code, software tools, templates and related materials developed at any time under this Agreement or any applicable SOW.

### **5. DATA.**

**5.1 CUSTOMER INVENTORY DATA.** Customer Inventory Data is and will remain the sole property of Customer. Customer grants to Zebra a license to use, store and otherwise process Customer Inventory Data as it deems reasonably necessary to provide the Services and for analytical purposes in a manner consistent with this Agreement. Unless explicitly set forth in a SOW, Customer shall not provide Zebra access to health, social security numbers, payment card, financial information or similarly sensitive personal information or any other data that imposes additional privacy or data security obligations on Zebra regarding such data. Zebra may take steps to de-identify, anonymize or aggregate Customer Inventory Data for the purpose of optimizing, upgrading, or maintaining the ZRS Inventory Services. This Article shall survive the termination of this Agreement.

### **5.2 PERSONAL DATA.**

a. In relation to individually identifiable information that either Zebra or Customer 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.

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

c. 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.

d. 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 Customer’s jurisdiction, although such transfers will be protected in accordance with Zebra’s Privacy Statement or any equivalent thereof (“Privacy Statement”).

e. 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.

f. The Customer hereby 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 laws. By entering into an Agreement, Customer, on its own behalf and on behalf of Customer personnel, hereby consents to receive direct marketing material from Zebra and its designees. If Customer personnel wish to opt out of receiving direct marketing communications at any time, Customer acknowledges that they can contact Zebra as specified in Zebra’s Privacy Statement. In addition, if the Customer or any individual wishes to request access to any Personal Data held about them; have any Personal Data held as specified in the Privacy Statement.

g. Customer represents warrants and undertakes to Zebra that the Customer 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.

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

i. Customer 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 Customer, its customers and /or the end user or caused by Zebra acting in accordance with



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the instructions of Customer, its customers and/or the end user.

j. The use of the term “personnel” in this clause 5.2 shall mean employees, officers, agents, contractors, sub-contractors consultants and any other temporary staff that interact with the other party from time to time.

k. In performing ZRS Inventory Services hereunder, to the extent that Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movements of such data (“GDPR”) and the UK version of the General Data Protection Regulation tailored by the Data Protection Act 2018 (“UK GDPR”) is applicable, ZRS shall use reasonable commercial efforts to comply with the Data Privacy Addendum attached hereto as Exhibit A. Customer is responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Customer’s network configuration, usage and systems.

### **6. WARRANTIES.**

6.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party it is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted and is in good standing and duly licensed to perform its obligations under this Agreement.

6.2 Zebra’s Warranties. Zebra hereby represents and warrants to Customer that the Services will be performed in a professional and workmanlike manner and for a period of sixty days from delivery, the ZRS Inventory Services shall conform to the requirements of the applicable SOW. The exclusive remedy for any breach of Zebra’s warranties set forth in this Section 6.2 shall be that Zebra shall reperform or redeliver the nonconforming Service and/or Deliverable(s), at no cost to Customer.

6.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH HEREIN, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. Customer acknowledges that in the course of providing Services to Customer, Zebra may provide recommendations, suggestions or advice to Customer (collectively, “Recommendations”). Zebra makes no representations or warranties concerning any Recommendations, and Customer accepts sole responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

6.4 For Zebra’s applicable Services, such Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Zebra is not responsible for any delays, delivery failures or other damage resulting from such problems. Customer acknowledges and agrees that Zebra uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide certain Service. Customer further understands and agrees that the technical processing and transmission of certain Services, including Customer Inventory Data, may be transferred in an unencrypted form and may involve (a) transmissions over various networks; and (b) changes thereto to conform and adapt to technical requirements of connecting networks or devices. The method and mean of providing the ZRS Inventory Services shall be under the exclusive control, management, and supervision of Zebra, giving due consideration to the requests of the Customer.

**7. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW: IN NO EVENT SHALL ZEBRA BE LIABLE TO THE CUSTOMER OR OTHERS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ZEBRA’S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

**8. TERMINATION.** Either Party may terminate this Agreement or any SOW upon written notice if the other Party materially breaches the Agreement or an applicable SOW and fails to cure such breach within sixty (60) days of its receipt of such notice. ZRS may terminate this Agreement or any SOW hereunder immediately if Customer fails to timely pay any amount due under any SOW.



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Termination of this Agreement shall not affect the Parties rights and obligations under any SOWs executed by the Parties prior to such termination and such SOW shall continue unless and until terminated in accordance with these terms or those set forth in the applicable SOW. Termination does not relieve Customer from liability for outstanding amounts (including any expenses) for Services performed prior to the date of termination. Upon termination of this Agreement, Customer shall immediately return all components of the ZRS INVENTORY SYSTEM to Zebra. Customer shall be responsible for shipping costs in accordance with the applicable SOW. All rights of Customer to use the ZRS INVENTORY SYSTEM, including, without limitation, the ZRS SOFTWARE, shall immediately cease upon termination of this Agreement for any reason whatsoever.

### **9. CONFIDENTIALITY**

9.1 Each Party agrees, except as permitted by prior written consent of the other Party, not to disclose the other Party's non-public, proprietary or confidential information ("Confidential Information") received in the performance of this Agreement, to any third party or to use or copy such information for the benefit (financial or otherwise) of any third party. Each Party agrees to limit access to the Confidential Information of the other Party to those of its employees who require access to further the Parties' dealings.

9.2 For purposes of this Agreement, the term "Confidential Information" of a Party includes, without limitation, information about its business and affairs, business discussions and negotiations, products, data, specifications, know-how, processes, designs, SKUs, inventory procedures, samples, program materials, ideas, operating information, marketing and sales information, customer list, customer information and requirements, vendor information, pricing, supplier lists, financial information, business plans, analyses, studies, associate personnel information and software and programs ZRS's manuals and the contents thereof shall be included in Confidential Information of ZRS. For the avoidance of doubt, any reports or reporting formats and structures provided by ZRS shall be deemed Confidential Information of ZRS provided that the data captured during the Client's inventory counting shall be deemed Confidential Information of the Client. Any information contained in the Confidential Information may be disclosed to the receiving Party's directors, officers,

employees, agents, attorneys, consultants and accountants ("Representatives") who need to know that information for the purposes of this Agreement and who agree to be bound by the terms of this Agreement. Each Party shall be responsible for any breach of this Agreement by any of its Representatives. In protecting such Confidential Information from disclosure, the receiving Party shall use at least the same level of care that the receiving Party uses to protect its own proprietary information of a similar nature, but in no event shall the receiving Party use less than reasonable care in protecting the Confidential Information. If requested to do so, each of the Parties shall return to the other Party all materials containing Confidential Information of the other Party that are in its custody and control. All notes, studies, reports, memoranda, and other documents prepared by the receiving Party or its Representatives that contain or reflect the Confidential Information shall be returned to the other Party or destroyed, with such destruction certified to the other Party by an appropriate officer of the receiving Party

9.3 Confidential Information shall not include information which (i) is or subsequently becomes generally available to the general public through no fault or breach of this Agreement on the part of the receiving Party; (ii) becomes known to the receiving Party prior to the time the receiving Party received such information from the disclosing Party; or (iii) comes into the receiving Party's possession as a result of independent research or disclosure by a third party who has the right to transfer or disclose it as demonstrated by reasonable and tangible evidence.

9.4 If a receiving Party is required to disclose Confidential Information by law, a court of competent jurisdiction or the requirements of any relevant regulatory body, that Party shall take all reasonable steps to notify the disclosing party of the circumstances of such disclosure requirement and the nature of the information to be disclosed and, where possible, shall seek to limit the information requirement to be disclosed.

9.5 Each Party acknowledges that if the agreements in this Section 9 are breached, the other Party could not be made whole by monetary damages. Accordingly, the non-breaching Party, in addition to any other remedy to which it may be entitled by law or in equity, shall be entitled to SEEK APPROPRIATE



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INJUNCTIVE RELIEF to prevent breaches of this Agreement

### 10. DISPUTES AND GOVERNING LAW.

10.1 The Parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to Proprietary Rights or breach of confidentiality) in good faith through consultation and negotiation and spirit of mutual cooperation. Any dispute that cannot be resolved through initial consultation and negotiation shall be escalated to appropriate higher-level managers of the Parties.

10.2 EMEA: This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of England and Wales, excluding its conflict of laws principles.

Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in the courts of England and Wales and each Party shall be subject to the service of process and other applicable rules and irrevocably submits to the sole and exclusive personal jurisdiction of such courts for claims brought hereunder.

#### North America & Latin America:

This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement shall be brought solely and exclusively in the federal or state courts serving Suffolk County, New York and each Party shall be subject to the service of process and other applicable rules and irrevocably submits to the sole and exclusive personal jurisdiction of such courts for claims brought hereunder.

### 11. GENERAL PROVISIONS.

11.1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which will not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Zebra may assign this Agreement to its Affiliates, without the prior written consent of Customer, or to another entity in connection with a reorganization or the sale or other transfer of all or substantially all of its business assets or one or more of its product lines.

11.2 Subcontracting. Subject to applicable laws, Zebra may subcontract any IT internal infrastructure support as necessary in performance of Services.

11.3 Waiver. The failure of either Party to enforce strict performance or delay or omission by either Party to exercise any right or power of any provision of this Agreement shall not be construed as a waiver to any extent of that Party's right to assert or rely upon any provision of this Agreement or right in that or any other instance.

11.4 Severability. If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law.

11.5 Relationship of the Parties. Zebra is an independent contractor of Customer, and this Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture or any other form of legal association. Neither Party shall have the power to bind the other or to assume or to create any obligation or responsibility on behalf of the other Party or in the other Party's name. Zebra shall control the manner and means by which it performs the ZRS Inventory Services, shall be responsible for all risks incurred in the operation of its business and shall enjoy all the benefits thereof.

11.6 No Modification. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement (including any SOW) shall be effective unless signed by an authorized representative for each Party.

11.7 Entire Agreement. This Agreement (including any amendment, SOWs and/or Exhibits) constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all previous agreements, proposals and/or understandings, whether written or oral, relating to such subject matter. In the event of a conflict, the following order of precedence shall apply: (a) an amendment, executed by both parties, shall control over any inconsistent terms in the document that it is amending (*e.g.*, a SOW or this Agreement); and (b) unless otherwise stated herein, this Agreement shall control over any inconsistent terms of an SOW.

11.8 Counterparts. This Agreement may be executed and delivered by facsimile or electronic mail and shall constitute the final agreement of the Parties and conclusive proof of such agreement.

11.9 Notices. Shall be in writing, transmitted to the addresses in the Order and effective upon: (i) delivery for personal delivery (ii) two days from sending for internationally recognized overnight delivery courier; (iii) upon receipt for email with confirmed receipt. Notices



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related to Clause 2.3 should be sent to the EMEA Tax Department's email address:  
tax-emea@zebra.com

Either Party may change its address or the names of the designated individual by sending written notice of such change in the manner set forth above.

11.10 Compliance with Applicable Laws.  
Each Party will comply with all applicable federal, state and local laws and regulations related to the performance of this Agreement.

11.11 Survival of Terms. The following provisions survive the expiration or termination of this Agreement for any reason: Section 2 (Fees; Expense Reimbursement; Taxes); Section 4 (Proprietary Rights; Section 5 (Data); Section 7 (Limitation of Liability); Section 10 (Disputes and Governing Law); and Section 11 (General Provisions).

11.12 Insurance. During the term of the SOW, each Party shall maintain insurance coverage in the following amounts:

(i) Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 general aggregate

(ii) Business Automobile Liability - \$1,000,000 Combined Single Limit

(iii) Employer's Liability - \$1,000,000 per accident; \$1,000,000 disease each employee, \$1,000,000 disease policy limit.

11.13 Customer's Affiliates and Business Partners. Subject to a Participation Agreement being entered into between the parties, the parties agree that Affiliates and business partners of the Customer, from time to time, shall have the right to benefit from and be bound by the terms and conditions of this Agreement, including a particular Statement of Work.

**Exhibit A  
DATA PRIVACY ADDENDUM**

This Data Privacy Addendum applies between (i) Zebra, acting on its own behalf and as agent for Zebra Affiliates in the EEA and the UK (such entities being data processors and referred to herein as Zebra); and (ii) Zebra Technologies Corporation, LLC for itself and on behalf of any Zebra Affiliates located outside the EEA or the UK, (when appointed by Zebra as Sub-processors); and (iii) the Customer, acting on its own behalf and as agent for each Customer Affiliate (such entities being data controllers).

This Data Privacy Addendum supplements the Agreement to the limited extent applicable to data processing governed by Data Protection Legislation which occurs under a SOW.

**1.0 Definitions**

Save where defined below, terms used but not otherwise defined in this Data Privacy Addendum shall have the meaning given to the Agreement. The following definitions and rules of interpretation apply in this Data Privacy Addendum:

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

“Data Protection Legislation” means:

- (a) the UK Data Protection Legislation;
- (b) the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- (c) 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 “GDPR”);
- (d) all relevant laws or regulations implementing or supplementing the EU legislation mentioned in (a) - (c) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services; and
- (e) any related codes of conduct or guidance issued by the Regulator or other governmental entity; and
- (f) to the extent applicable, the data protection or privacy laws of any other country;

“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;

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

“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 in respect of the existing transfer of personal data to processors established in third countries as applicable, it means the standard contractual clauses under Directive 95/46/EC, which are set out in Commission Decision 2010/87 of 5 February 2010), or such replacement provisions as may be issued from time to time;

“Personal Data” means personal data supplied to Zebra by or on behalf of the Customer in connection with the Services purchased by Customer that is subject to Data Protection Legislation;

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

“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(1) of the GDPR;

“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 Personal Data determined by Zebra to be sufficiently serious or



substantial to justify notification to a Regulator in accordance with Data Protection Legislation;

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

“UK” means United Kingdom;

“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, UK, Brno, Czech Republic and Heerenveen, The Netherlands; and

“Zebra Systems and Tools” means tools and / or any information technology system(s) with which or 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 Data Protection Legislation.

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 GDPR (or as the case may be, the UK GDPR) Personal Data.

## **2.0 Effective Date of this Data Privacy Addendum**

2.1 This Data Privacy Addendum will have the same effective date as a SOW (the “**Effective Date**”).

## **3.0 Customer’s request and instructions to Zebra for the provision of Data Processing Services**

3.1 Not used..

3.2 If the Customer is purchasing 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 Services or deliver against its obligations under the Agreement, (2) to operate Zebra’s business, and to provide and support the Services purchased (including improving and personalising), (3) to send to the Customer certain communications and/or direct marketing communications related to the Services (to the extent permitted by Data Protection Legislation).

3.3 The Customer hereby instructs Zebra to provide the Data Processing Services in accordance with the data processing activities particularised in the Schedule to this Data Privacy Addendum. The Customer and Zebra acknowledge that Zebra is the “processor” and the Customer is the “controller”.

3.4 The parties acknowledge that Zebra may change or modify its business, 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 the Customer by providing the Customer with proposed amendments to the Schedule to this Data Privacy Addendum; and

(b) the Customer 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 the Customer under Clause 3.4 (a), Zebra shall not process Personal Data in a manner not previously instructed until it has received the Customer’s written instructions to do so. If the Customer fails to provide revised instructions within five (5) 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 Customer Responsibilities**

4.1 In accordance with Clause 3, the Customer shall provide Zebra with instructions to process Personal Data.

4.2 The Customer 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 The Customer 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 SOW for Services and shall in particular ensure that, as a condition of placing a SOW, 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 the Customer relates.

4.4 Customer 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 Customer or Customer's Affiliates, or caused by Zebra acting in accordance with the instructions of Customer or Customer's Affiliates.

## **5. Zebra Responsibilities**

5.1 Zebra shall:

(a) process Personal Data supplied by the Customer 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 the Customer's written instructions from time to time and Zebra shall not process, nor permit the processing, of Personal Data supplied by the Customer 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 the Customer in advance of its intention to carry out such processing and allow the Customer the opportunity to object;

(b) having regard to the state of technological development and the cost of implementing any measures, 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 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 authorised 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 the Customer and it shall, at the Customer's expense, provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

5.3 Zebra shall at the Customer's expense provide the Customer with full co-operation and assistance in relation to the Customer's obligations under Data Protection Legislation including providing the Customer 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 unauthorised or unlawful processing of any Personal Data or a Security Breach, Zebra shall without undue delay notify the Customer and at the Customer's expense fully co-operate with the Customer to remedy the issue as soon as reasonably practicable.

5.5 Where Zebra believes that the Customer'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 the Customer and provide reasonable details in support.

## **6.0 Joint Responsibilities**

6.1 Where Zebra and Customer (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 Services, such processing shall fall outside the scope of this Section 3 and Zebra and the Customer 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 Customer 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 the Customer of any new or replacement Sub-processors through posting on Zebra's website or by email or other notice. If the Customer objects to the appointment of a new or replacement Sub-processor, the Customer shall notify Zebra within five (5) Working Days. Customer shall be deemed to have accepted the Sub-processor if Zebra does not receive an objection with five (5) Working Days. If the objection cannot be resolved by the parties within five (5) Working Days of receipt by Zebra of the written objection, Zebra may on immediate written notice terminate the Customer's Agreement without liability;

(b) enters into a written contract with the Sub-processor which, with respect to the Data Processing Services performed for the Customer:

(i) provides protections or guarantees that Sub-processor considers necessary to implement appropriate technical and organisation 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 the Customer).

7.3 For the avoidance of doubt, once the Customer provides its consent or authorisation to the use of a certain Sub-processor in connection with the Data Processing Services, the Customer 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 Customer's written request (by email to [zebraprivacy@zebra.com](mailto:zebraprivacy@zebra.com)) Zebra shall provide a copy of Zebra's most recent written audit report (each a "Report") to the Customer, 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 Services provided to Customer. If a Report does not provide, in Customer's reasonable judgment, sufficient information to confirm Zebra's compliance with the Data Privacy Addendum pertaining to the Services provided to the Customer, then an accredited third-party auditing firm agreed to by Zebra may audit Zebra's compliance with the Data Protection Legislation applicable to Services provided to Customer during regular business hours, with reasonable advance notice to Zebra and subject to reasonable confidentiality procedures. To the full extent permitted by law, Customer 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 Customer for Services. Before the commencement of any such audit, Customer and Zebra shall obtain Zebra's agreement on the scope, timing, and duration of the audit. Customer 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 Customer 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 the Customer's prior consent, such consent not to be unreasonably withheld or delayed. Customer 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 Customer acknowledges that Personal Data supplied by the Customer to Zebra in connection with a SOW 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 Model Clauses for such data transfers and the Model Clauses (Module 2- Transfer controller to processor), are incorporated by reference into this Data Privacy Addendum. For the purposes of optional Clause 7 (Docking clause), Clause 7 is included in the Model Clauses. For the purposes of Clause 9 of the Model Clauses (Use of sub-processors), the parties choose Option 2: GENERAL WRITTEN AUTHORISATION, and the advance time period for informing the Customer of a change in Sub-processor is five (5) Working Days. For the purposes of Clause 11 of the Model Clauses (Redress) sub-clause (a), the optional clause is deleted. For the purposes of Clause 13 of the Model Clauses (Supervision), the parties choose Option 1. For the

purposes of Clause 17 of the 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 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 Model Clauses (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 Model Clauses (Description of transfer) can be found in the Schedule to this Data Privacy Addendum. The information required by Annex I Part C of the Model Clauses (Competent supervisory authority) is the Irish Data Protection Commissioner. For the purposes of Annex II of the Model Clauses 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.

9.3 Zebra also uses Model Clauses 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 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 such Restricted Country.

9.4 For the purposes of extra-UK personal data transfers which are subject to the Model Clauses, the Model Clauses shall be deemed to be amended (and/or insofar as possible will be interpreted) so that they operate:

- (a) for transfers made by such data exporter to the relevant data importer, to the extent that the UK Data Protection Legislation applies to the data exporter's processing when making that transfer; and
- (b) to provide appropriate safeguards to the transfer(s) in accordance with Articles 46 of the UK GDPR.

9.5 The amendments required by clause 9.4 include (without limitation) the following amendments to the Model Clauses:

- (a) references to "these clauses" means a reference to the Model Clauses as amended by clause 9.4 above;
- (b) references to the GDPR or "that Regulation" shall be deemed references to the UK GDPR;
- (c) a reference to a "supervisory authority" or "competent supervisory authority" shall be deemed a reference to the UK Information Commissioner's Office;
- (d) a reference to the "European Union", "EU", "Union", "Member State" or "one of the Member States" or similar shall be deemed a reference to the UK;
- (e) references to "Regulation (EU) 2018/1725" shall be deemed replaced with the words "[intentionally omitted]";
- (f) clause 6 of the Model Clauses is deleted and replaced with:  
*"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in the Schedule to this Data Privacy Addendum where UK Data Protection Legislation applies to the data exporter's processing when making that transfer."*
- (g) clause 13(a) of the Model Clauses shall be deemed to read: the "ICO shall act as competent supervisory authority";
- (h) clauses 17 and 18 of the Model Clauses shall not apply (clause 9.6 of this Addendum shall instead apply); and
- (i) in clause 16, a reference to "the European Commission" shall be deemed a reference to a competent authority in the UK and the words "Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred" shall be deemed replaced with the words "[intentionally omitted]",

9.6 The Model Clauses, and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall:

- (a) where the relevant data exporter is established in a Member State of the European Union or a Restricted Country, be governed by and construed in accordance with the law of Ireland; and/or
- (b) where the relevant data exporter is established in the UK (or Switzerland or any EEA country (other than a Member State of the European Union)), be governed by and construed in accordance with the law of England and Wales (or the laws of the country in which the data exporter is established).

9.7 The Parties irrevocably agree that:

- (a) where clause 9.6(a) of the Model Clauses applies, the courts of Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement; and/or

(b) where clause 9.6(b) of the Model Clauses applies, the courts of England and Wales (or the courts of the jurisdiction in which the relevant data exporter is established) shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Model Clauses,

provided in each case that a data subject whose personal data is subject to the GDPR (or as the case may be the UK GDPR) may also bring legal proceedings before the courts of the Member State of the European Union in which that data subject has their habitual residence (or as the case may be the courts of England and Wales).

9.8 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 the Data Privacy Addendum to the extent that the parties do not promptly reach any such agreement.

## **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 Section 3 (“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 defence of the Claim; and
- (d) at the Indemnifying Party’s expense, co-operate and assist to a reasonable extent with the defence 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 SOW 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 Services (the “Term”).

11.2 Upon termination of a SOW, 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 the Customer) all Personal Data provided to it by or on behalf of the Customer in connection with this Data Privacy Addendum; and
- (b) if the Customer 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 the Customer of such requirement).

**Schedule  
Data Processing Services**

**Subject matter and purposes of the processing:** If the Customer has purchased 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 Services or deliver against its obligations under the Conditions (2) to operate Zebra's business, and to provide and support the Services purchased (including improving and personalising), (3) to send to the Customer certain communications and/or direct marketing communications related to the 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 to which this Schedule 1 is annexed.

**Type of personal data and categories of data subject:**

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

- Equipment, supplies and inventory kit shipping and support;
- Names, addresses, contact numbers, email addresses, salutations, countries, titles, primary roles, secondary roles, fax numbers and preferred languages;
- Application for pricing and special terms;
- Information provided as part of a due diligence compliance review for sanction screening, anti-money laundering protection and applicable lawful purposes (e.g. names, addresses, dates of birth and passport numbers);
- Provision of contact details as part of Zebra's Systems and Tools and other resources; and
- Maintenance of Customer 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:**

The Customer has instructed Zebra to undertake the following data processing activities:

- information and contact details provided by Customer in connection with the sale and purchase of Services;
- Records, contracts storage, market research, audits, training (e.g. webinars) and certification, legal and compliance, dashboards and reports generated in connection with the Services;
- Electronic communications relating to the Services (e.g. webinar invitations, surveys and launches), Services operational news, updates to tools, pricing, benefits and incentives;
- Administration, transacting and facilitating the sales of Services whether directly or via Zebra's partners;
- Access to Zebra's systems and tools
- Provision to the Customer of equipment, inventory kits, supplies and ongoing support whether directly or indirectly via Zebra's partners in respect of such Services (including but not limited to a help desk, manuals and guides);
- Subscription to online and written Services forums;
- Information provided on a Zebra portal.