

ZSB Printer Solution Terms of Use and License Agreement

Thank you for buying a Zebra ZSB Printer. The following contains important information about your relationship with Zebra. Please read it carefully, with special attention to sections conspicuously marked with asterisks and/or presented in all capital letters, italics, or bold font.

1 Who are you making this agreement with?

1.1 This Terms of Use and License Agreement (the “Agreement”) is made between the person or entity agreeing to these terms (“you”) and Zebra Technologies Corporation (“Zebra”). This Agreement governs your use of the ZSB Printer Solution, which includes ZSB Printer Applications, ZSB Printing Services, and ZSB Printers.

1.2 By clicking a button or box signifying your acceptance of this Agreement or purchasing, downloading, accessing, or otherwise using any component of the ZSB Printer Solution, you (i) acknowledge that you have read and understand this Agreement, (ii) agree to be bound by this Agreement, (iii) confirm that you are lawfully able to enter into contracts, and (iv) if you are accepting this Agreement on behalf of an entity, such as an organization or business, confirm that you have the authority to bind that entity to this Agreement.

2 What type of media will work in a ZSB Printer?

2.1 ZSB Printers are configured to only allow printing on Authorized Media, which must be purchased from Zebra or a Zebra-authorized provider. Use of Unauthorized Media in ZSB Printers may damage or cause the ZSB Printer to malfunction. Use of Unauthorized Media is prohibited and prevented by certain hardware-based and software-based protection mechanisms.

2.1.1 *****You accept that ZSB Printers will not print if loaded with Unauthorized Media.**

2.1.2 *****You agree to not use any component of the ZSB Printer Solution to print on Unauthorized Media.**

3 Does the ZSB Printer need to be connected to the internet?

3.1 Yes. ZSB Printers require a functional Internet connection to print.

4 Is an account needed to use the ZSB Printer Solution?

4.1 Yes. Use of the ZSB Printer Solution requires an approved, fully registered account with Zebra that is associated with a single valid email address (“Zebra Account”). Please visit www.ZSBseries.com to learn how to obtain a Zebra Account.

4.2 You are responsible for all actions taken under your Zebra Account by you or any other person you authorize to access your Zebra Account, ZSB Printer, or copy of the ZSB Application. Zebra is not responsible for such access or any consequence of such an access.

5 What is a Workspace and how is it used?

5.1 A “Workspace” is the main module in the ZSB Printer Solution that you can use to print labels, select or create label designs, manage your ZSB Printers and supplies, and connect data sources to your label formats. You can enable another person to share your ZSB Printer, label designs, and data by sharing

a Workspace with that person. A “Workspace User” is a person that you have explicitly authorized, via a ZSB Application, to access one or more of your Workspaces.

5.2 Your authorization provides those Workspace Users visibility and access to your Workspace and any of your data or information associated with that Workspace, including your Content, your Print Data Input, and information associated with previous or pending print jobs.

5.3 Your authorization of Workspace Users and the corresponding access to your data and information is solely at your risk. Zebra does not provide any protective measures against Workspace Users’ access to your data or information.

5.3.1 *****Zebra shall have no liability of any kind whatsoever to you arising from the actions of a Workspace User.**

6 What is Zebra’s approach to privacy?

6.1 Zebra’s Privacy Policy (located at www.Zebra.com/privacy), as amended from time to time, is hereby incorporated by reference into this Agreement. If you submit personal data to Zebra in connection with your Zebra Account or the use of the ZSB Printer Solution, the ways in which Zebra collects and uses that data are regulated by Zebra’s Privacy Policy in accordance with applicable law.

6.2 Zebra is committed to General Data Protection Regulation (GDPR) compliance and Zebra’s GDPR Addendum (located at www.Zebra.com/GDPR), as amended from time to time, supplements Zebra’s Privacy Policy. Where the GDPR applies and Zebra processes personal data on your behalf through your use of the ZSB Printer Solution, you and Zebra will abide by the terms of the Zebra ZSB Printer Data Processing Agreement (located at the ZSB Site), as amended from time to time.

7 How is data collected and handled?

7.1 You acknowledge and agree that Zebra may, as permitted by law:

- 7.1.1 collect Pseudonymized Data associated with your use of the ZSB Printer Solution, including data generated by ZSB Applications, Software embedded in ZSB Printers, and/or the ZSB Printing Services or data generated by any device incorporating Software of the ZSB Printer Solution;
- 7.1.2 create anonymous aggregated data records using the Pseudonymized Data;
- 7.1.3 use the aggregated data records to improve the ZSB Printer Solution, develop new software or services, understand industry trends, create and publish white papers, reports, or databases summarizing the foregoing, investigate and help address and/or prevent actual or potential unlawful activity, and generally for any legitimate purpose related to Zebra’s business; and
- 7.1.4 retain Pseudonymized Data as Anonymized Data when you delete your Zebra Account.

8 Does Zebra collect Machine Data?

8.1 “Machine Data” means usage or status information collected by Software or hardware sold or licensed under this Agreement, such as information related to a ZSB Printer or a computing device running a ZSB Application. Example machine data includes remaining amount of media in a cartridge, number of media units printed in a cartridge, usage time, network information (e.g., name or identifier), wireless signal strength, device identifier, Software version, hardware version device type, LED state, reboot cause, storage and memory availability or usage, power cycle count, and device up time.

8.2 Components of the ZSB Printer Solution may collect and transmit Machine Data to Zebra.

8.3 Notwithstanding anything else in this Agreement, all title and ownership rights in and to Machine Data are held by Zebra. In the event, and to the extent you are deemed to have any ownership rights in Machine Data, you hereby grant Zebra an irrevocable, perpetual, non-exclusive right and license to use Machine Data for any purpose related to Zebra's business without restriction.

9 When does this Agreement end?

9.1 This Agreement begins on the Effective Date and continues until termination according to this Agreement ("Term").

9.2 Upon your breach or violation of any term or condition of this Agreement, your rights and permissions hereunder will immediately cease, and Zebra may restrict your use of the ZSB Printer Solution without notice or refund, if applicable, to you.

9.3 If Zebra provides you with notice of termination of this Agreement according to Section 9.2, you will immediately cease using all components of the ZSB Printer Solution and destroy or erase all Software of the ZSB Printer Solution, including ZSB Applications, and any Zebra Content obtained through your use of or access to the ZSB Printer Solution.

9.4 In the event Zebra discontinues the ZSB Printing Services at its discretion, Zebra will provide you notice at least six (6) months prior to such discontinuation. The notice of this section will not be required if the six (6) month period poses a security risk or intellectual property issue to Zebra or would cause Zebra to violate legal requirements.

9.5 Sections 11, 12, 16, 17, 19, and 20 will survive the termination of this Agreement.

10 What rights and permissions are granted in this Agreement?

10.1 Zebra will use Print Data Input for ZSB Printing Services. You grant Zebra the right to use Print Data Input provided to Zebra under your Zebra Account.

10.2 Zebra grants you a limited, revocable, personal, non-exclusive, non-transferable license to, during the Term and for the sole purpose of printing on Authorized Media using a ZSB Printer, install and run the ZSB Application and to use Software embedded in ZSB Printers.

10.3 During the Term and for the sole purpose of printing on Authorized Media using a ZSB Printer, you may access ZSB Printing Services via the ZSB Application.

10.3.1 Nothing in this Agreement is or provides a license to intellectual property rights in ZSB Printing Services or any underlying Software or Content. Instead, Section 10.3 only provides you permission to access ZSB Printing Services over a network.

10.3.2 Access to the ZSB Printing Services via any means other than a ZSB Application provided by Zebra is strictly prohibited.

10.4 For the avoidance of doubt, the license of Section 10.2 and the access permission of Section 10.3 are subject to your compliance with this Agreement. Neither the license of Section 10.2 nor the access permission of Section 10.3 applies to printing on Unauthorized Media, printing using a non-Zebra printer, or printing via a means other than a ZSB Application provided by Zebra.

10.5 Certain functions of the ZSB Printer Solution require access to Software and/or hardware that falls outside the ZSB Printer Solution.

10.5.1 To the extent permission is required, you hereby grant Zebra permission to access all Software incorporated into Zebra hardware as necessary for ZSB Printer Solution components to perform those functions.

10.5.2 You acknowledge that if a ZSB Printer Solution component requires access to non-Zebra hardware, non-Zebra software, or non-Zebra data to perform a function or provide a feature and you deny such permission, the corresponding function or feature will not be available or execute properly.

10.6 Zebra reserves all right, title, and interest not expressly granted to you in this Agreement. You acknowledge that ZSB Printer Solution components, including ZSB Applications, ZSB Printing Services, ZSB Printers and certain Content associated therewith are protected by intellectual property rights, including copyrights and patents. Zebra or its licensors or suppliers own the title, copyright, and other intellectual property rights in the components of the ZSB Printer Solution and Content associated therewith.

11 What restrictions are you are agreeing to?

11.1 ZSB Applications and the Software embedded in ZSB Printers, are licensed, not sold. You may not distribute, modify, alter, or create derivative works of any Software provided to you as part of the ZSB Printer Solution.

11.2 You may not disable, reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of any component of the ZSB Printer Solution, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

11.3 You may not use ZSB Applications or access ZSB Printing Services for any purpose other than printing on Authorized Media using a Zebra printer.

11.4 You may not circumvent, remove, clone, alter, deactivate, degrade or thwart any software-based or hardware-based protection associated with Authorized Media, including encryption devices, authentication data, or media-identifying information.

11.5 The rights and permissions granted to you hereunder are associated with you, as an individual, and cannot be used or otherwise applied to anyone other than you. You may not otherwise use or transfer or make available any Zebra Software to any third-party or permit any party to do so.

11.6 You may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent from Zebra. Zebra may assign this Agreement and its rights and obligations without your consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns.

12 How will updates and releases be handled?

12.1 You agree that Zebra may, at its discretion, automatically push and execute updates or new releases to ZSB Applications and Software embedded in ZSB Printers, without providing you notice or requiring your acceptance. You may be unable to use one or more components of the ZSB Printer Solution during such updates.

12.2 This Agreement applies to all updates and releases that Zebra provides or makes available during the Term unless Zebra provides other terms along with such updates or releases.

13 Can this agreement be modified?

13.1 Zebra may modify this Agreement by posting a revised version on the Zebra Site and, subject to the exception for Minor Modifications set forth in Section 13.3, notifying you via, for example, email or a message on a user interface element of the ZSB Printer Solution. The revised version shall include a date on which the modification of this Agreement will go into effect (“Modification Date”). Unless you provide Zebra written notice of your rejection of the revised version prior to the Modification Date, your use of the ZSB Printer Solution on or after the Modification Date shall be deemed an acceptance of the revised version.

13.2 If you reject a revised version of this Agreement via written notice to Zebra prior to the Modification Date or if a modification to this Agreement is deemed ineffective due to a lack of acceptance on your part, this Agreement in its form without the modification will continue to apply to your use of the ZSB Printer Solution.

13.3 If a revised version of this Agreement is limited to amendments that in no reasonable way adversely affect your rights hereunder (“Minor Modifications”), Zebra will post the revised version and a Modification Date to the Zebra Site, but Zebra will not be required to otherwise notify you of the same. In such an event, your option to reject the revised version shall expire on the Modification Date.

13.4 As an alternative to the modification process of Sections 13.1-13.3, Zebra may terminate this Agreement by offering a superseding agreement for the ZSB Printer Solution or any component thereof and conditioning the termination on your acceptance of the superseding agreement by, for example, signing the superseding agreement or clicking a button presented with the superseding agreement.

13.5 Zebra may revise its Privacy Policy and GDPR Addendum at any time by posting a new version of either at the links provided in Section 6. New versions of Zebra’s Privacy Policy or GDPR Addendum shall be effective on the date posted.

14 Where can you find information regarding the use of open source software?

14.1 Software of the ZSB Printer Solution may be subject to one or more open source licenses. The open source license provisions may override some terms of this Agreement.

14.2 Zebra makes the applicable open source licenses available on a legal notices readme file and/or in system reference guides or in command line interface (CLI) reference guides associated with certain Zebra products.

15 Does the ZSB Printer Solution include third-party content or in-app purchases?

15.1 ZSB Applications may include a link to a third-party resource that makes third-party Content or services available for purchase and/or download from the corresponding third-party.

15.2 Access to and use of third-party Content or services is subject to terms and conditions provided by the third-party and may be protected by the third-party’s copyright or other intellectual property rights. Nothing in this Agreement is a license, permission, or assignment of any rights in or to third-party Content or services.

15.3 Zebra may disable integrations of third-party Content or compatibility of the ZSB Printer Solution with third-party Content at Zebra’s discretion, for any reason, and without notice to you.

16 *****DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY**

16.1 *With respect to ZSB Applications, Software embedded in ZSB Printers, ZSB Printing Services, and any related Content provided by Zebra under this Agreement, including any emulation libraries: Zebra provides these components "as is" and on an "as available" basis, without warranties of any kind from*

Zebra, either express or implied; to the fullest extent possible pursuant to applicable law, Zebra disclaims all express, implied, or statutory warranties, including, but not limited to, implied warranties of merchantability, satisfactory quality or workmanlike effort, fitness for a particular purpose, reliability or availability, accuracy, lack of viruses, non-infringement of third-party rights or other violation of rights; and Zebra does not warrant that the operation or availability thereof will be uninterrupted or error free. Some jurisdictions do not allow exclusions or limitations of implied warranties, so the above exclusions or limitations may not apply to you. No advice or information, whether oral or written, obtained by you from Zebra or its affiliates shall be deemed to alter this disclaimer by Zebra of warranty or to create any warranty of any sort from Zebra.

16.2 For hardware warranty information related to ZSB Printers, please visit the ZSB Site.

16.3 Certain third-party Content may be included or downloaded with ZSB Applications or accessible via ZSB Printing Services. Zebra makes no representations whatsoever about any third-party Content. Since Zebra has limited or no control over such Content, you acknowledge and agree that Zebra is not responsible for such Content. You expressly acknowledge and agree that use of third-party content is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy, and effort is with you. You agree that Zebra shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance on any third-party Content available on or through the ZSB Printer Solution. You acknowledge and agree that the use of any third-party Content is governed by the third-party's terms of use, license agreement, privacy policy, or other such agreement and that any information or personal data you provide, whether knowingly or unknowingly, to the third-party, will be subject to the third-party's privacy policy, if such a policy exists. Zebra disclaims any responsibility for any disclosure of information or any other practices of any third-party. Zebra expressly disclaims any warranty regarding whether your personal information is captured by any third-party or the use to which such personal information may be put by such third-party.

16.4 In no event will Zebra be liable to you, an account user, or any other third-party for any damages of any kind arising out of or relating to the use of or access to any component of the ZSB Printer Solution or the inability to use or access any component of the ZSB Printer Solution, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, failure to connect, network charges, in-app purchases, and all other direct, indirect, special, incidental, exemplary, or consequential damages even if Zebra has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you. Notwithstanding the foregoing, Zebra's total liability to you for all losses, damages, causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your use of or access to a component of the ZSB Printer Solution or any other provision under this Agreement, shall not exceed the fair market value of that component of the ZSB Printer Solution or your access thereto, whichever is applicable. The foregoing limitations, exclusions, and disclaimers herein shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

16.5 ZSB Applications and/or ZSB Printing Services may enable collection of location-based data from one or more devices which may allow tracking of the location of those devices. Zebra specifically disclaims any liability for your use or misuse of the location-based data. You agree to pay all reasonable costs and expenses of Zebra arising from or related to third-party claims resulting from your use or misuse of the location-based data.

17.1 You shall hold Zebra harmless from and defend any claim, suit, or proceeding brought against Zebra arising out of or in connection with (i) your or a Workspace User's use of or access to any component of the ZSB Printer Solution, (ii) breach of this Agreement by you, or (iii) a dispute between you and a Workspace User. You shall reimburse Zebra for expenses incurred, including attorney's fees, and/or time spent on responding to third-party claims or other proceedings. You shall indemnify Zebra by paying all damages and costs finally awarded against Zebra in any legal proceeding with respect to such claim, or by settling such claim in your sole discretion. Your obligations under this section are expressly conditional on (i) Zebra giving you prompt notice of the claim, within thirty (30) days, and any information and reasonable assistance requested by you, and on (ii) Zebra's giving you sole authority to defend and to settle same at your expense.

17.2 You will defend Zebra against any third-party claim alleging that any of your Content or Print Data Input infringes or misappropriates that third party's intellectual property rights. You will pay settlement amounts or damages and costs finally awarded against Zebra in any legal proceeding regarding such a claim.

18 U.S. Government End Users Restricted Rights

This provision only applies to U.S. Government end users. Software is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

19 What law governs this Agreement?

19.1 This Agreement is governed by the laws of the State of Illinois, without regard to its conflict of law provisions.

19.2 This Agreement shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

19.3 You hereby irrevocably and unconditionally submits yourself and your property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of Illinois, in the County of Cook, and to the United States North District Court of Illinois, and to the respective appellate courts thereof in connection with any appeal therefrom.

20 How are disputes handled?

20.1 You acknowledge that, in the event you breach any provision of this Agreement, Zebra will not have an adequate remedy in money or damages. Zebra shall therefore be entitled to seek an injunction against such breach from any court of competent jurisdiction immediately upon request without posting bond. Zebra's right to seek injunctive relief shall not limit its right to seek further remedies.

20.2 If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or

unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

21 Definitions used in this Agreement

“Anonymized Data” means data that cannot be used to identify you or any other person.

“Authorized Media” means media and media cartridges that are (i) specifically configured for use with ZSB Printers and (ii) purchased from Zebra or an entity authorized by Zebra to sell such media or media cartridges.

“Content” means Software, templates, formats, forms, digital certificates or other types of user-identifying packages, plug-ins, widgets, images, text, audio, video, and audiovisual data.

“Effective Date” means the earlier of (i) the date you click a box or button presented with this Agreement signifying your acceptance of this Agreement or (ii) the date you first use any component of the ZSB Printer Solution.

“Print Data Input” means data provided to Zebra via a ZSB Application under your Zebra Account, whether by you or another person, for use by the ZSB Printing Services to cause a ZSB Printer to print. Print Data Input includes format data, field data, image data, graphics, text, values, and instructions.

“Pseudonymized Data” means data that cannot be used to identify you or any other person without the use of additional information that is kept separately and is subject to technical and organizational measures to ensure that the personal data is not attributed to you or any other person.

“Software” means code, programs, operating systems, applications, user interfaces, application programming interfaces, toolkits, drivers, or any other machine-readable instructions, as well as any updates or newer versions thereof.

“Unauthorized Media” means media and media cartridges that are not Authorized Media.

“ZSB Site” means www.ZSBseries.com and any successor or related site, such as www.ZSBseries.com/legal, which Zebra may update from time to time.

“ZSB Application” means Software that enables you to interact with and/or utilize ZSB Printers and/or ZSB Printing Services on a mobile device, desktop computer, or other computing device.

“ZSB Printer Solution” refers to a system of hardware, software, and services provided by Zebra to enable users to print on Authorized Media. ZSB Applications, ZSB Printers, and ZSB Printing Services are components of the ZSB Printer Solution.

“ZSB Printer” means any Zebra printer that is configured to communicate with the ZSB Application and/or the Printing Services to facilitate printing on Authorized Media.

“ZSB Printing Services” means applications, functionality, application programming interfaces, communications, features, and other services provided by Zebra over a network to cause a ZSB Printer to print.