

END USER LICENSE AGREEMENT  
(SUBSCRIPTION SOFTWARE)

**IMPORTANT PLEASE READ CAREFULLY:** This End User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) ("Licensee") and Zebra Technologies Corporation ("Zebra") for software, owned by Zebra and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting hardware during a startup sequence ("Software"). **BY USING THE SOFTWARE, YOU ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS EULA. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SOFTWARE.**

1. **GRANT OF LICENSE.** Zebra grants you, End-User Customer, the following rights provided that you comply with all terms and conditions of this EULA: For Software specified for use with Zebra hardware, Zebra hereby grants you a limited, personal, non-exclusive license during the applicable Subscription Term (as defined below) of this Agreement to use the Software solely and exclusively for your internal use in support of the operation of your associated Zebra hardware and for no other purpose. To the extent that non-device specific Software is provided to you in a manner that is designed to be installed by you, you may install one copy of the installable Software on one hard disk or other device storage for one printer, computer, workstation, terminal, controller, access point or other digital electronic device, as applicable (an "Electronic Device"), and you may access and use that Software as installed on that Electronic Device so long as only one copy of such Software is in operation. For a standalone Software application, you may install, use, access, display and run only the number of copies of the Software to which you are entitled during the Subscription Term. You may make one copy of the Software in machine readable form for backup purposes only, provided that the backup copy must include all copyright or other proprietary notices contained on the original. You are entitled, during the Subscription Term, to obtain, if available, updates, from Zebra and operational technical support, not including implementation, integration or deployment support.

Certain items of the Software may be subject to open source licenses. The open source license provisions may override some of the terms of this EULA. Zebra makes the applicable open source licenses available to you on a Legal Notices readme file available on your device and/or in System Reference guides or in Command Line Interface (CLI) Reference guides associated with certain Zebra products.

1.1 **Authorized Users.** For a standalone Software application, the licenses granted are subject to the condition that you ensure the maximum number of authorized users accessing and using the Software either alone or concurrently is equal to the number of user licenses for which you are entitled to use either through a Zebra channel partner member or Zebra. You may purchase additional user licenses at any time upon payment of the appropriate fees to the Zebra channel partner member or Zebra.

1.2 **Software Transfer.** You may only transfer this EULA and the rights to the Software or updates granted herein to a third party in connection with the support or sale of a device which the Software accompanied or in connection with a standalone Software application during the Subscription Term. In such event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, and this EULA) and you may not retain any copies of the Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms. If Licensee is purchasing Zebra Products and licensing Software for end use by a U.S. Government end user, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software to the U.S. Government end user or to an interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this provision may not otherwise use or transfer or make available any Zebra software to any third party nor permit any party to do so.

1.3 **Subscription Terms and Renewals.** The Software is licensed under an Order Form on a subscription basis ("Subscription"). The term of any Subscription shall be twelve (12) months commencing on the start date specified on the applicable Order Form (unless otherwise designated in the Order Form) ("Subscription Term"). If no Subscription start date is specified on the applicable Order Form, the start date shall be the date when Zebra delivers to you either the Software or

the license key for the Software. Unless terminated earlier in accordance with Section 10, each Subscription Term will automatically renew upon expiration of the initial Subscription Term for additional successive one (1) year terms unless either party gives the other prior written notice of cancellation at least thirty (30) days prior to expiration of the then-current term. Unless otherwise specified on the Order Form, the rates for any Subscription Term renewals shall be Zebra's then-current Subscription rates for the Software.

2. RESERVATION OF RIGHTS AND OWNERSHIP. Zebra reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Zebra or its suppliers own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold.

3. LIMITATIONS ON END USER RIGHTS. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of, the Software (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), or modify, or disable any features of, the Software, or create derivative works based on the Software. You may not rent, lease, lend, sublicense or provide commercial hosting services with the Software.

4. MACHINE DATA. "Machine Data" means anonymized usage data collected by devices sold (or licensed) under this Agreement such as battery management (time to empty, standby current, average current), device system time, CPU processing load, free RAM, number of running processes, network information (name, identifier), device identifier, firmware version, hardware version device type, audio volume, LED state, beeper volume, backlight level, key light, odometer count, reboot, reboot cause, total storage and physical memory availability, power cycle count, and device up time. 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 a limited, irrevocable, non-exclusive right and license to use Machine Data. In addition to the rights specified under this paragraph, Zebra may use any data provided by Licensee and its End Users through Zebra hardware or Software or otherwise provided to Zebra during use of Zebra hardware or Software for analytic purposes, as otherwise permitted by applicable law or regulation and as reasonably required either contractually or to achieve the functionality of the Zebra hardware or Software as described in its documentation.

5. LOCATION INFORMATION. The Software may enable you to collect location-based data from one or more client devices which may allow you to track the actual location of those client 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.

6. PRIVACY. Zebra's Privacy Policy (located at: <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html>), 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 use of Zebra hardware or Software, the ways in which Zebra collects and uses that data, and your rights to request access to and rectification or erasure of your personal data, are regulated by Zebra's Privacy Policy in accordance with applicable law. Zebra may process such personal data where Zebra has a legal basis to do so as permitted by applicable law or regulation. The legal basis will depend on the reasons Zebra collects and uses such personal data. Additionally, Zebra is committed to GDPR compliance and Zebra's GDPR Addendum (located at: <https://www.zebra.com/us/en/about-zebra/company-information/legal/gdpr.html>) supplements Zebra's Privacy Policy to the extent you provide personal data to Zebra and the GDPR is applicable to you.

7. SOFTWARE RELEASES. During the Subscription Term, Zebra or Zebra's channel partner members may make software releases available to you as those releases become available after the date you obtain your initial copy of the Software. This EULA applies to all and any component of the release that may be made available to you after the date you obtain your initial copy of the Software, unless Zebra provides other license terms along with such release. To receive Software provided through the release, you must first be licensed for the Software identified by Zebra as entitled to the release. We recommend that you periodically check availability of a Zebra support contract to ensure that you are entitled to receive any available Software releases. Some features of the Software may require you to have access to the internet and may be subject to restrictions imposed by your network or internet provider.

8. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

9. ASSIGNMENT. You may not assign this Agreement or any of your rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of 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.

10. TERMINATION. This EULA is effective until terminated. Your rights under this License will terminate automatically without notice from Zebra if you fail to comply with any of the terms and conditions of this EULA. Zebra may terminate this Agreement by offering you a superseding Agreement for the Software or for any new release of the Software and conditioning your continued use of the Software or such new release on your acceptance of such superseding Agreement. Upon termination of this EULA, you must cease all use of the Software and destroy all copies, full or partial, of the Software.

11. DISCLAIMER OF WARRANTY. UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SOFTWARE PROVIDED BY ZEBRA IS PROVIDED "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 WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, 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. ZEBRA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT THAT THE SOFTWARE COVERED BY THIS EULA INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY BEING EMULATED, ARE OFFERED "AS IS" AND WITH ALL FAULTS, AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH AND THIS AGREEMENT APPLY TO SUCH EMULATION LIBRARIES. 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 REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM ZEBRA.

12. **THIRD-PARTY APPLICATIONS.** Certain third-party applications may be included with, or downloaded with this Software. Zebra makes no representations whatsoever about any of these applications. Since Zebra has no control over such applications, you acknowledge and agree that Zebra is not responsible for such applications. You expressly acknowledge and agree that use of third party applications 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 such third-party content, products, or services available on or through any such application. You acknowledge and agree that the use of any third-party application is governed by such third-party application provider'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 such third-party application provider, will be subject to such third-party application provider'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 APPLICATION PROVIDER. ZEBRA EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.

13. **LIMITATION OF LIABILITY.** ZEBRA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, 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 THE SOFTWARE OR THIRD-PARTY APPLICATIONS, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE SOFTWARE OR AMOUNT PURCHASER PAID SPECIFICALLY FOR THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 11, 12, AND 13) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

14. **INJUNCTIVE RELIEF.** 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 obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without posting bond. Zebra's right to obtain injunctive relief shall not limit its right to seek further remedies.

15. MODIFICATION. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

16. U.S. GOVERNMENT END USERS RESTRICTED RIGHTS. This provision only applies to U.S. Government end users. The 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.

17. APPLICABLE LAW. This EULA is governed by the laws of the state of Illinois, without regard to its conflict of law provisions. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.