

## GLOBAL CUSTOMER DATA PRIVACY ADDENDUM

***For sales of Zebra Products (as defined herein, which include software and services) to Customers***

***Regions: North America; Latin America; Europe, Middle East and Africa; and Asia Pacific***

### **SCOPE**

This Global Customer Data Privacy Addendum (known as “Global Customer Data Privacy Addendum” or “Data Privacy Addendum”) applies to purchase and delivery of Zebra Products to the Customer by Zebra which is governed by the Underlying Agreement, or, in the absence of an Underlying Agreement, by the applicable regional Zebra standard terms and conditions all of which are available on <https://www.zebra.com/us/en/terms-conditions.html>.

For the NA and LATAM Regions, this Data Privacy Addendum applies between: (i) Zebra Technologies International, LLC., acting for itself and on behalf of any Zebra Affiliates in the NA and LATAM Regions (such entities being data processors); and (ii) Customer.

For the EMEA Region, this Data Privacy Addendum applies between: (i) Zebra Technologies Europe Limited, acting on its own behalf and as agent for Zebra Affiliates in the EEA, the UK, and Switzerland; or (ii) Zebra Technologies International, LLC., acting for itself and on behalf of any Zebra Affiliates located outside the EEA, the UK, and Switzerland (when appointed by Zebra as Sub-processors); and (iii) Customer.

For the APAC Region, this Data Privacy Addendum applies between (i) Zebra Technologies Asia Pacific Pte. Ltd., acting for itself and on behalf of any Zebra Affiliates in the APAC Region (such entities being data processors); and (ii) Customer.

In all the Regions and for the purpose of this Data Privacy Addendum, the Customer acts on its own behalf and as an agent for each of its Affiliates (whereby all Customer entities shall be data controllers).

The Parties agree to the terms as set out below in this Data Privacy Addendum to the limited extent applicable to data processing governed by Data Protection Legislation which occurs in regard of a purchase of Zebra Product(s) by Customer.

This Data Privacy Addendum does not constitute legal advice and Customer is required to determine its own requirements for compliance with and usage of any Personal Data, including, without limitation, Biometric Data, in any countries, states, jurisdictions or regulated facilities in which it operates, collects, stores, transfers, or processes such data.

### **1. Agreed Terms and Definitions**

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

**“Adequacy Framework”** means any system of certification adopted by the European Commission (or in respect of Personal Data transfers caught by the UK GDPR or the Swiss FADP, the relevant UK and/or Swiss governmental or regulatory body), pursuant to which transfers of Personal Data to participating organisations are considered adequate under Article 45(1) of the GDPR, including but not limited to, the EU-US Data Privacy Framework adopted pursuant to European Commission Implementing Decision of 10 July 2023, the Swiss-US Data Privacy Framework and the UK Extension to the EU-US Data Privacy Framework.

**“Affiliate(s)”** means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with Zebra or the Customer. For the purposes of this definition “control” (including, with correlative meanings, “controlling”, “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of such entity, directly or indirectly, whether through the ownership of a majority of voting securities, by contract or otherwise; and it being understood and agreed that, with respect to a corporation, limited liability Customer or partnership, control shall mean direct or indirect ownership of more than 50% of the voting stock, limited liability Customer interest, general partnership interest or voting interest in any such corporation, limited liability Customer or partnership.

**“Agreement”** means the Underlying Agreement. In the absence of such agreement, a Zebra approved purchase order issued by the Customer for Products, governed by the applicable regional Zebra standard terms and conditions of sale as posted on <https://www.zebra.com/us/en/terms-conditions.html>.

**“Biometric Data”** will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Legislation. As defined, “Biometric Data” means any handling of particular biometric information including, but not limited to, “Biometric Identifiers” and/or “Biometric Information”.

**“Biometric Identifier”** means an individual’s biological, physical, or behavioral characteristics.

**“Business Day(s)”** means any day (other than a Saturday or Sunday) on which banks are open for general business in the country where the Customer is located.

**“Customer”** means the party to whom Zebra delivers the Products (depending on the structure of the sale) and to which the Agreement shall apply (to the extent relevant).

**“Data Protection Legislation”** means:

- i. the UK Data Protection Legislation;
- ii. the Swiss Data Protection Legislation;
- iii. the EC Directive 2002/58/EC on Privacy and Electronic Communications and all local laws or regulations giving effect to this Directive;
- iv. 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 “EU GDPR”);
- v. all relevant laws or regulations implementing or supplementing the legislation mentioned in (i) - (iv) above, including elements of the EC Regulation 2016/679 incorporated into or governed by national law relevant for the Data Processing Services;
- vi. any other laws anywhere in the world relating to data protection, the processing of Personal Data, Biometric Data and privacy and/or electronic communications in force from time to time and applicable to the Data Processing Services; and
- vii. any codes of conduct or guidance issued by the Regulator or other governmental entity related to (i) to (vi) above.

**“Data Processing Services”** means the data processing services provided in respect of Personal Data and described in the Schedule 1 of this Data Privacy Addendum (as updated or amended from time to time in accordance with Clause 3.3 herein);

**“EEA”** means the European Economic Area.

**“Effective Date”** has the meaning given to it in Clause 2.1 of this Data Privacy Addendum.

“**End User**” means a customer who buys Products for its own use and not for resale, either directly from Zebra or from a third-party reseller. End User may be the same entity as the Customer, depending on the structure of the sale.

“**EU GDPR**” has the meaning given to it in the definition of Data Protection Legislation.

“**EU Model Clauses**” means the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021, or such replacement provisions as may be issued from time to time.

“**FDPIC**” means the Swiss Federal Data Protection and Information Commissioner.

“**ICO**” means the UK’s Information Commissioner’s Office.

“**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 such replacement provisions as may be issued from time to time.

“**Party(ies)**” means any or all of Zebra and Customer.

“**Personal Data**” means personal data (including Biometric Data as per applicable Data Protection Legislation) supplied to Zebra that is subject to Data Protection Legislation.

“**Personnel**” means employees, officers, agents, contractors, sub-contractors, consultants and any other temporary staff that interact with the other party from time to time;

“**Product(s)**” means any hardware, services, and software licenses purchased by the Customer.

“**Region(s)**” means North America (NA); Europe, Middle East and Africa (EMEA); Asia Pacific (APAC); Latin America (LATAM).

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

“**Relevant Transfer Mechanism**” means: a) in respect of a Restricted Transfer subject to the EU GDPR, the EU Model Clauses as incorporated by Section A.1 under Schedule 2 of this Data Privacy Addendum; b) in respect of a Restricted Transfer subject to the UK GDPR, the UK Addendum as incorporated by Section A.1 under Schedule 2 of this Data Privacy Addendum; or c) in respect of a Restricted Transfer subject to the Swiss Data Protection Laws, the EU Model Clauses as amended by the Swiss Amendments in Section A.1 under Schedule 2 of this Data Privacy Addendum.

“**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(a) of the EU GDPR / UK GDPR (as applicable) or Article 16(1) of the revised Swiss DPA (as applicable). Such adequacy determinations shall not include adequacy determinations made on the basis of an Adequacy Framework.

**“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 but in each case excluding any such transfer made on the basis of an Adequacy Framework.

**“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.

**“Sub-processor”** means a third party used to provide the Data Processing Services.

**“Swiss Amendments”** means the necessary adaptations and amendments to the EU Model Clauses for use under the Swiss Data Protection Legislation, as required by the FDPIC in its statement of 27 August 2021 (and as may be amended by the FDPIC from time to time).

**“Swiss 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 Switzerland, including the Swiss Data Protection Act and its Ordinances.

**“Term”** has the meaning given to it in Clause 2.1 herein.

**“Underlying Agreement”** means a bespoke agreement entered into by Zebra and the Customer governing the sale of the Products.

**“UK”** means United Kingdom.

**“UK Addendum”** means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the ICO under or pursuant to section 119A (1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms).

**“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).

**“Zebra”** means Zebra Technologies Corporation or any of its Affiliates.

**“Zebra Systems and Tools”** means tools and/or any information technology system or systems on which the Data Processing Services are performed in accordance with this Data Privacy Addendum.

**“Zebra’s Privacy Statement”** means Zebra’s privacy statement posted at <https://www.zebra.com/us/en/about-zebra/company-information/legal/privacy-statement.html> or any equivalent thereof.

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 and any other related document, including, without limitation, any purchase order submitted by Customer.

1.4 Save where defined in this Data Privacy Addendum, the definitions under the Agreement shall continue to apply. In the event of a conflict between the meaning of a definition under the Agreement and this Data Privacy Addendum relating to the processing of Personal Data under the Agreement and this Data Privacy Addendum or the subject matter of this Data Privacy Addendum, the definition under this Data Privacy Addendum shall take precedence.

## **2. Effective Date, Term, and Termination**

2.1 Unless otherwise agreed by the Parties in writing, this Data Privacy Addendum will apply to each and every Agreement entered into from 01 February 2024 (the “Effective Date”) , and shall continue in force for the duration of the sale and purchase of the Products (the “Term”).

2.2 Upon termination of an Agreement, this Data Privacy Addendum shall also terminate (for such Agreement).

2.3 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.

2.4 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.

2.5 On any termination of this Data Privacy Addendum for any reason and subject at all times to Zebra’s data retention policy then in effect:

- (i) Zebra shall as soon as reasonably practicable return or destroy (as directed in writing by Customer) all Personal Data provided to it by or on behalf of Customer in connection with this Data Privacy Addendum; and
- (ii) if Customer elects for destruction rather than return of its Personal Data under Clause 2.5(i), 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 Customer of such requirement).

## **3. Customer’s Request and Instructions to Zebra for the Provision of Data Processing Services**

3.1 To enable Zebra to give effect to and administer Customer’s purchase of Products, Zebra requires Customer’s instructions to process Personal Data subject to Data Protection Legislation on behalf of Customer. Accordingly, Zebra shall only provide the Data Processing Services required for Customer’s purchase of Products, in accordance with Customer’s instructions and this Data Privacy Addendum.

3.2 Customer hereby instructs Zebra to provide the Data Processing Services in accordance with the data processing activities particularized in Schedule 1 to this Data Privacy Addendum. Customer and Zebra acknowledge that Zebra is the “processor” and Customer is the “controller” when Zebra provides the Data Processing Services.

3.3 The Parties acknowledge that Zebra may change or modify its business and Products from time to time and this may necessitate amendments to the Schedules to this Data Privacy Addendum. To the extent that such amendments are necessary: (i) Zebra shall seek revised instructions from Customer by providing with proposed amendments to the Schedules to this Data Privacy Addendum; and (ii) 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.

3.4 For the avoidance of doubt, where Zebra seeks revised instructions from Customer under Clause 3.3 (i), Zebra shall not process Personal Data in a manner not previously instructed until it has received Customer's written instructions to do so. If Customer fails to provide revised instructions within five (5) Business 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.

3.5 Customer expressly agrees that Zebra is permitted to use Personal Data to communicate and perform direct marketing activities via email, telephone, text messaging, fax or postal mail, to the extent permitted by applicable laws, including applicable Data Protection Legislation. By entering into an Agreement, Customer on its own behalf and on behalf of Customer's Personnel, hereby consents to receive direct marketing material from Zebra and its designees. If Customer's 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 Customer or any individual wishes to request access to any Personal Data held about them; have any Personal Data held about them amended; or prevent any processing of Personal Data; Customer acknowledges that Zebra can be contacted as specified in the Privacy Statement. Customer represents warrants and undertakes to Zebra that Customer 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

#### **4. Customer Responsibilities**

4.1 Throughout the Term and in accordance with Clause 3, Customer shall provide Zebra with instructions to process Personal Data.

4.2 Customer is responsible for ensuring that any Personal Data is complete and accurate for the purposes set out in Schedule 1 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 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 purchase order/SOF for Products and shall in particular ensure that, as a condition of placing a purchase order/SOF, Zebra is lawfully permitted to process any Personal Data which is necessary for the purposes set out in Schedule 1 to this Data Privacy Addendum including, where applicable, obtaining consents from the individuals to which Personal Data supplied by 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 its Affiliates, or caused by Zebra acting in accordance with the instructions of Customer or its Affiliates.

#### **5. Zebra Responsibilities**

5.1 Zebra shall: (a) process Personal Data supplied by 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 Customer's written instructions from time to time and Zebra shall not process, nor permit the processing, of Personal Data supplied by 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 Customer in advance of its intention to carry out such processing and allow 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 organizational measures against the unauthorized 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 unauthorized or unlawful processing or accidental loss, destruction or damage of the Personal Data; and (ii) the nature of the Personal Data to be protected; and (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 authorized 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 Customer and it shall, at Customer's expense, provide Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

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

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

**6. Joint Responsibilities** Where Zebra and Customer (either alone or jointly) determine the purposes for and manner in which any Personal Data is to be processed relating to the Agreement or the sale and purchase of Products, such processing shall fall outside the scope of this Data Privacy Addendum and Zebra and 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. Sub-processing**

7.2 On request, Zebra will inform Customer of the name, address and role of each Sub-processor.

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 Customer of any new or replacement Sub-processors through posting on Zebra's website or by email or other notice. If Customer objects to the appointment of a new or replacement Sub-processor, Customer shall notify Zebra within five Business Days. Customer shall be deemed to have accepted the Sub-processor if Zebra does not receive an objection within five Business Days. If the objection cannot be resolved by the Parties within five Business Days of receipt by Zebra of the written objection, Zebra may on immediate written notice terminate Customer's Agreement without liability; (b) enters into a written contract with the Subprocessor which, with respect to the Data Processing Services performed for Customer: (i) provides protections or guarantees that Sub-processor considers necessary to implement appropriate technical and organization 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 Customer).

7.3 For the avoidance of doubt, once Customer provides its consent or authorization to the use of a certain Sub-processor in connection with the Data Processing Services, Customer may not subsequently revoke its consent in respect of, or otherwise object to, the appointment of the relevant Sub-processor.

## **8. 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 Where required under the applicable Data Protection Legislation, no more than once per calendar year and upon Customer’s written request (by email to [privacy@zebra.com](mailto:privacy@zebra.com)) Zebra shall provide a copy of Zebra’s most recent written report (each a “Report”) to 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 Data Privacy Addendum applicable to the Products provided to Customer. If a Report does not provide, in Customer’s reasonable judgment, sufficient information to confirm Zebra’s compliance with this Data Privacy Addendum pertaining to the Products provided to Customer, then an accredited third party auditing firm agreed to by Zebra may audit Zebra’s compliance with the Data Protection Legislation applicable to Products 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 Products. 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. Indemnity and Liability**

9.1 Subject to Clause 9.3, 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 Data Privacy Addendum (“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.

9.2 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 defense of the Claim; and (d) at the Indemnifying Party’s expense, co-operate and assist to a reasonable extent with the defense of the Claim.

9.3 The exclusions and limitations on liability set out in the relevant provisions of the Agreement (as applicable) shall apply in respect of any claims, liabilities, costs, expenses, damages or losses arising as a result of a breach of this Data Privacy Addendum.

## 10. Biometric Data

10.1 The terms of the Biometric Rider available on [www.zebra.com](http://www.zebra.com) apply to any use of any Products and / or Data Processing Services delivered by Zebra or its Affiliates whereby Customer may collect Biometric Data or where Zebra is instructed by Customer or the End User to process Biometric Data and shall be deemed incorporated by reference therein.

10.2 Customer represents and warrants that prior to and as a condition of using any Products whereby Customer might be collecting Biometric Data, Customer acknowledges hereby and confirms it will notify its End Users of the specific requirements, rights, duties, and limitations contained in the Biometric Rider and cause the End Users to accept the terms and conditions in the Biometric Rider or bind such End Users to substantially similar provisions. The Biometric Rider is subject to change at any time in Zebra's sole and absolute discretion.

10.3 In case of Customer's breach of the foregoing representation and warranty, Customer agrees to fully indemnify and hold harmless Zebra, its Affiliates, and their respective successors and assigns from and against any and all damages, liabilities, and costs (including attorneys' fees and expenses related to discovery) arising from liabilities, claims or allegations made against Zebra or its Affiliates involving: (a) Customer's failure or alleged failure to comply with the foregoing representation or warranty; (b) Customer's and / or End User's failure or alleged failure to comply with the terms and conditions in the Biometric Rider; and (c) Customer's and / or End User's failure or alleged failure to comply with Data Protection Legislation prior to enabling biometric log on, or related to the collection, use, storage, destruction, transmission, disclosure, dissemination, processing or possession of any Personal Data including special categories of Personal Data such as Biometric Data, including but not limited to, any claims from Customer's and / or End User's employment practices liability insurers, unionized employees, employees, workers, contractors, shareholders, or suits involving Customer's and / or End User's failure to implement and maintain adequate security safeguards.

**11. International Transfers.** To the extent the Parties are subject to any obligations under the Data Protection Legislation not expressly covered by this Data Privacy Addendum (including in respect of international data transfers), the Parties will work together in good faith to meet those obligations.

## Schedule 1 Data Processing Services

Subject matter and purposes of the processing: If Customer has purchased Products 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 Products or to deliver or perform its obligations under the Agreement; (2) to operate Zebra's business, and to provide and support the Products purchased (including improving and personalizing); and (3) to send certain communications, including direct marketing communications related to the Products (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.

Type of Personal Data and categories of data subject:

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

- Names, addresses, contact numbers, email addresses, salutations, countries, titles, primary roles, secondary roles, fax numbers and preferred languages;
- The training and/or certification status of Customer's personnel;
- Product support data (including Zebra's issued engineering change notifications (ECNs));
- Application for promotions, benefits and any changes to Customer's engagement with Zebra;
- Information provided as part of a due diligence compliance review by Customer and / or End User 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 the Zebra Systems and Zebra's tools and resources;
- Maintenance of Customer profile and contact details; and
- Biometric Data (e.g., fingerprints and face scans) when using certain Products.

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

- Names, addresses, contact numbers and email addresses; and
- Biometric Data (e.g., fingerprints and face scans) when using certain Products.

Nature and purpose of the Data Processing Services:

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 Products;
- Records, contracts storage, market research, audits, training (e.g., webinars) and certification, legal and compliance, dashboards and reports generated in connection with the sale and purchase of Products;
- Subscription to promotional, sales and marketing programs and receiving authorization benefits and incentives;
- Electronic communications relating to the Products (e.g., webinar invitations, surveys and Product launches), Product operational news, updates to tools, pricing, benefits and incentives;
- Administration, transacting and facilitating the sales of Products and/or payments (as applicable);
- Provision to Customer and (as applicable) its End Users of ongoing support in respect of such Products (including but not limited to technical support, repair services, visibility services and dashboards);
- Administration and supply of demonstration and promotional Products to Customer and (as applicable) End Users;
- Access to Zebra Systems (e.g., partner platform) and tools (e.g., Product online catalogue);
- Subscription to online and written Product forums;



- Provide information to Customer and (as applicable) End Users on the Product repairs portal;
- Provide information to Customer and (as applicable) End Users for the renewal of services contracts; and
- Cross-border Product authorization requests.

## Schedule 2 Additional and Specific Regional Terms and Conditions

### A. EMEA Region

#### 1. EU GDPR, UK GDPR and Swiss Data Protection Legislation

To the extent that EU GDPR, UK GDPR and/or Swiss Data Protection Legislation applies to the processing, the Parties will abide by this Clause 1.

#### 1.1 Transfers and Processing of Personal Data Overseas

- (a) Except as set out in this Clause 1.1, Zebra may not transfer Personal Data outside of the EEA, the UK, and/or Switzerland without 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").

#### Relevant Transfer Mechanisms

- (b) Customer acknowledges that Personal Data supplied by Customer to Zebra in connection with an Agreement 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 EU Model Clauses (Module 2- Transfer controller to processor), the UK Addendum, and the Swiss Amendments (as applicable), which are incorporated by reference into this Data Privacy Addendum. For the purposes of optional Clause 7 (Docking clause) of the Relevant Transfer Mechanism, Clause 7 is included in the Relevant Transfer Mechanism. For the purposes of Clause 9 of the Relevant Transfer Mechanism (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 Subprocessor is five Working Days. For the purposes of Clause 11 of the Relevant Transfer Mechanism (Redress) sub-clause (a), the optional clause is deleted. For the purposes of Clause 13 of the Relevant Transfer Mechanism (Supervision), the Parties choose Option 1. For the purposes of Clause 17 of the EU 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 EU 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 Relevant Transfer Mechanism (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 Relevant Transfer Mechanism (Description of transfer) can be found in the Schedule 1 to this Data Privacy Addendum. The information required by Annex I Part C of the Relevant Transfer Mechanism (Competent supervisory authority) is the Irish Data Protection Commissioner. For the purposes of Annex II of the Relevant Transfer Mechanism 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. For the purposes of Annex III of the Relevant Transfer Mechanism the information is set out in the Sub-processor Schedule (available on request). For the purposes of Table 4 of the UK Addendum, the Parties agree that both Zebra and the Customer may end the UK Addendum as set out in Section 19 of the UK Addendum.
- (c) Zebra also uses Relevant Transfer Mechanism 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 group members (subsidiaries / 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 a Restricted Country.

- (d) 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 this Agreement to the extent that the Parties do not promptly reach any such agreement.
- (e) The Relevant Transfer Mechanism shall cease to apply to the processing of Personal Data if and to the extent that the relevant transfer of the Personal Data ceases to be a Restricted Transfer including if the relevant processing becomes subject to an Adequacy Framework.

#### Swiss Amendments to the EU Model Clauses

- (f) The Parties agree that in relation to any Restricted Transfer subject to the Swiss Data Protection Legislation, the EU Model Clauses as completed and compiled in Clause 1.1 of Schedule 2 shall apply with the following amendments: (a) any references to the GDPR shall be interpreted as references to the Swiss Data Protection Legislation; (b) references to the EU and EU Member States shall be interpreted to mean Switzerland; (c) the competent supervisory authority according to Clause 13(a) and Part C of Annex I of the EU Model Clauses is the FDPIC insofar as the data transfers are governed by the Swiss Data Protection Legislation; (d) the term EU Member State shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence in accordance with Clause 18(c) of the EU Model Clauses; and (e) until the entry into force of the revised Swiss Data Protection Act on September 1, 2023, the EU Model Clauses shall also protect the personal data of legal entities and legal entities shall receive the same protection under the EU Model Clauses as natural persons.

#### Participation in Adequacy Frameworks

- (g) Where a transfer of Personal Data does not constitute a Restricted Transfer due to a Party's participation in one or more Adequacy Frameworks, the participating Party shall comply with the requirements of the Adequacy Framework(s), including providing a level of protection to Personal Data that meets the requirements of the Adequacy Framework(s).
- (h) The participating Party will notify the other Party without undue delay if it determines that it can no longer comply with Clause 1.1 (g)) and if its participation in an Adequacy Framework expires or is terminated. If and to the extent that this Clause 1.1 (h) applies, or if any relevant Adequacy Framework ceases to exist or be a lawful method of complying with Data Protection Legislation, the Parties agree that Clauses 1.1 (b) to 1.1 (f) (inclusive) shall apply in respect of the transfer of Personal Data. If Zebra withdraws or does not maintain a particular Adequacy Framework, or in the case an Adequacy Framework gets revoked, replaced or invalidated, Zebra shall ensure that transfers are covered under a different adequacy decision as per Article 45 GDPR; or under such appropriate equivalent safeguards (e.g., binding corporate rules, the applicable EU standardized contractual clauses, approved code of conduct) and supplemental measures as per Article 46 GDPR.

#### B. NA Region



1. California Consumer Privacy Act (“CCPA”) – USA, California.

To the extent the California Consumer Privacy Act applies, Zebra will comply with the CCPA. All terms used in this Clause 1 shall be defined as provided for in Section 1798.140, or elsewhere, in the CCPA. To the extent that Zebra receives from Customer any personal information of any California consumer for processing on behalf of Customer pursuant to the Agreement, Zebra shall: (a) be a service provider to Customer under the CCPA; (b) not Retain, use or disclose the personal information for any purpose other than for the specific purpose of performing services under the Agreement or as otherwise permitted by the CCPA, including for any business purpose; (c) not retain, use or disclose the personal information for a commercial purpose other than providing services under the Solution; (d). not sell personal information; and (e). promptly (and, in any case within fourteen (14) days of receipt) comply with Customer’s written instructions associated with responding to an individual’s request to exercise their privacy rights with respect to their personal information.

C. Asia Pacific Region

1. **Privacy Act 1988 – Australia.** To the extent the Privacy Act 1988 applies, Customer acknowledges and agrees that Personal Data supplied by Customer to Zebra in connection with the Agreement or the sale and purchase of Products may be transferred to, and the Data Processing Services may take place in, a country outside of Australia.

2. **Privacy Act 2020 – New Zealand.** To the extent the Privacy Act 2020 applies, Customer acknowledges and agrees that Personal Data supplied by Customer to Zebra in connection with the Agreement or the sale and purchase of Products may be transferred to, and the Data Processing Services may take place in, a country outside of New Zealand, which may not provide the same level of protection as the Privacy Act 2020.

**END OF THE DATA PRIVACY ADDENDUM FOR SALES OF PRODUCTS TO CUSTOMERS IN NA,  
LATAM, EMEA, AND APAC**

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