

Workcloud Inventory Visibility (“WIV”) 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 WIV Help Desk available to Customers.

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

1.5 “**Global Customer Data Privacy Addendum**” shall mean the Global Customer Data Privacy Addendum available at <https://www.zebra.com/us/en/terms-conditions.html> or any equivalent thereof, as may be updated by Zebra from time to time in its sole discretion. The “Data Processing Services” as defined in the Global Customer Data Privacy Addendum includes the Data Processing Services specified in Schedule A hereto.

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

1.7 “**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.

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

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

- delivery of the WIV 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 WIV 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 WIV 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 WIV Inventory System
- customer care support

1.10 “**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.

1.11 **Workcloud Inventory Visibility (“WIV”) –** The Zebra Technologies’ internal business unit focused specifically on developing and providing industry leading physical inventory management services and solutions to retailers globally.

1.12 “**WIV Inventory System Kit**” shall mean the physical inventory equipment, software and materials supplied to the Customer by WIV 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.
- WIV SOFTWARE customized for Customer in accordance with the applicable SOW.
- Procedure Manuals, Forms and Instructions for performance, by Customer personnel, of the physical inventory.



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1.13 “WIV Software” shall mean the software, delivered by WIV to Customer and included in the WIV Inventory System Kit.

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 WIV 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 or USA 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 WIV 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



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Software. The Software contains trade secrets and other Confidential Information and, in order to protect them, 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 WIV Inventory Services. This Article shall survive the termination of this Agreement.

5.2 PERSONAL DATA.

- a. The processing of Personal Data under this Agreement shall be governed exclusively by the Global Customer Data Privacy Addendum.
- b. 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").
- c. 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.

d. 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.

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

f. 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.

h. 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 WIV 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



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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 WIV 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. WIV may terminate this

Agreement or any SOW hereunder immediately if Customer fails to timely pay any amount due under any SOW. 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 WIV INVENTORY SYSTEM to Zebra. Customer shall be responsible for shipping costs in accordance with the applicable SOW. All rights of Customer to use the WIV INVENTORY SYSTEM, including, without limitation, the WIV 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 WIV's manuals and the contents thereof shall be included in Confidential Information of WIV. For the avoidance of doubt, any reports or reporting formats and structures provided by WIV shall be deemed Confidential Information of WIV 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



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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 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



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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 mean by which it performs the WIV 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. All notices required hereunder will be in writing and be given by personal delivery, courier service or registered mail, to the Parties at their respective addresses set forth in the applicable Order or at such other address(es) as shall be specified in writing by such Party to the other Party. All notices shall be deemed given on the day of actual receipt. 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.

Schedule A
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 during the term of the Agreement and any applicable SOW.

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.