



ZEBRA SAAS SERVICES TERMS AND CONDITIONS

UNLESS ZEBRA AGREES OTHERWISE IN WRITING, THESE SAAS SERVICES TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) SHALL APPLY TO ALL QUOTATIONS, AGREEMENTS, PURCHASE ORDERS, AND SALES OF ZEBRA SAAS SERVICES AND TO ALL ACCESS AND USE OF SUCH SAAS SERVICES. THE SPECIFIC SAAS SERVICES AND THE CUSTOMER SUBSCRIBING THERETO SHALL BE IDENTIFIED IN AN ORDER FORM.

1. DEFINITIONS

Affiliate means any entity which is directly or indirectly controlling, controlled by or under common control with a party.

Agreement means these Terms and Conditions, the applicable Order Form, and any applicable SOW, including without limitation each of their exhibits and attachments.

Authorized User(s) means the employees or contractors of Customer, trained to use the SaaS Services, and permitted or authorized by Customer to access the SaaS Services, as may be further specified in an Order Form.

Authorized Location(s) means the number or identity of locations, sites, branches, stores, or other distinct premises or facilities of the Customer where the SaaS Services are utilized, as may be further specified in an Order Form.

Business Day(s) means Monday through Friday, excluding Zebra recognized holidays.

Confidential Information means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include Customer Data which is covered separately by the [Global Customer Data Privacy Addendum](#).

Customer means the entity purchasing SaaS Services via the Indirect Model for their own Internal Use and not for resale.

Customer Data means information that is uploaded as part of the SaaS Service(s) by Customer or by a third party acting on Customer’s behalf.

Data Protection Legislation will be as defined in the [Global Customer Data Privacy Addendum](#). Terms, including “personal data”, “process” “data controller”, “data processor”, “data subjects” and “processing” have the meaning as defined within the corresponding Data Protection Legislation.

Day means a “calendar day” agnostic of holidays unless specified as a “Business Day.”

Documentation means the current commercially available user guides, applicable Service Description Document (SDD), and applicable manuals containing instructions for use of the SaaS Services, as provided by Zebra. Functionality described in Documentation reflects the current, single code, multi-tenant version.

Error means a reproducible failure of the SaaS Services to substantially conform to the Documentation.

Indirect Model means when SaaS Services are purchased from Zebra by Reseller for further resale to Customer on the sole basis of the Agreement.

Internal Use means use of the SaaS Services only for Customer’s general internal business purposes, solely for the benefit of Customer.

Order Form(s) means a valid written ordering document executed by Customer, a template for which will be provided by Zebra. Additional Order Forms may be executed under the Agreement during the Term. Terms and conditions submitted by Customer in a Purchase Order, written acknowledgement or other form shall not become part of any Order Form or any other agreement between Zebra and Customer unless such terms and conditions are specifically accepted by Zebra in a signed written document. Order Forms may be amended by mutual written agreement.

Professional Services means installation and implementation, training, project management, consulting and other services offered by Zebra in connection with the SaaS Services. Professional Services are not part of the SaaS Services and shall be performed in accordance with a separate SOW made part of an Order Form pursuant to the **Professional Services Exhibit** included with these Terms and Conditions.

Purchase Order means a Reseller order to purchase SaaS Services on an Indirect Model.

Reseller means an entity that purchases the SaaS Services from Zebra for further resale to a Customer via the Indirect Model.

Revision means a subsequent release of the SaaS Services, including, but not limited to, software patches and bug fixes. Revisions do not include new functionality, features, or options.

SDD means the Service Description Document that may be referenced by a SKU (services part number) listed on an Order Form.

SaaS Service(s) means the prepaid access to the functionality of the Software identified in an Order Form to be provided to Customer by Zebra.

Software means the proprietary software applications that provide functionality of the SaaS Services as identified in an Order Form.

Statement of Work (or SOW) means the document describing the Professional Services to be performed under an Order Form.

Subscription Term(s) means the time during which Customer may access the SaaS Services in accordance with Section 7.2 (Subscription Term).

Support Services shall mean software maintenance, error correction, technical support, and updates to be provided by Zebra to Customer in connection with the provision of the SaaS Services in accordance with **Service Support Exhibit** applicable to the subscribed SaaS Service(s) and as identified in an Order Form.

Term means the term of this Agreement shall be as set forth in Section 7.1 (Term).

Upgrade means a subsequent release of the SaaS Services that includes changes, improvements and enhancements to the functionality and features of existing subscribed modules of the SaaS Services. Upgrades do not include new modules consisting of new functionality, features, or options separately priced to Zebra’s customers.

Usage Data means use data collected by the SaaS Services such as server load, bandwidth consumption, access permissions, up-time, and other SaaS Service meta-data. Notwithstanding anything else in the Agreement, all title and ownership rights in and to Usage Data are held by Zebra. In the event, and to the extent Customer is deemed to have any ownership rights in Usage Data, Customer hereby grants Zebra a limited, irrevocable, non-exclusive right and subscribed to use Usage Data.

Zebra Account means Customer’s password-restricted account by which Authorized Users may access and use the SaaS Service(s).

Zebra means the entity defined in the Order Form as “Zebra”.

2. PROPRIETARY RIGHTS

2.1 Use of SaaS Service(s). Subject to Customer’s compliance with the terms and conditions of the Agreement and a valid Purchase Order, Zebra hereby grants Customer a non-exclusive, non-

transferable, non-sublicensable, fee bearing right for Authorized Users in Authorized Locations to access, view and use the SaaS Service(s), for Internal Use only and only in accordance with the Documentation.

2.2 Restrictions on Use of SaaS Services. Customer may only use the SaaS Services as described in the Agreement and Documentation, and only in compliance with all applicable laws, rules, and regulations in connection with Customer's use of the SaaS Service. Customer shall not, and shall not permit any third-party to:

- (a) copy, modify, translate, or create derivative works of the SaaS Service;
- (b) reverse engineer, decompile, disassemble, or otherwise attempt to reconstruct, identify, or discover any trade secrets, source code, underlying ideas, underlying user interface techniques, or algorithms of the SaaS Service;
- (c) lend, lease, offer for sale, sell, resell, or otherwise use the SaaS Service for the benefit of third parties;
- (d) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the SaaS Service or Zebra accounts, including without limitation other accounts, computer systems or networks connected to the SaaS Service;
- (e) permit any third party to access or use the SaaS Service, other than an Authorized User;
- (f) use or view the SaaS Service for the purposes of developing, directly or indirectly, a product or service competitive to the SaaS Service;
- (g) use the SaaS Service, or allow the transfer, transmission, export, or re-export of any SaaS Service or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency;
- (h) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and SaaS Services;
- (i) knowingly use the SaaS Service to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third-party or violates third-party privacy rights;
- (j) knowingly use the SaaS Services to transmit malicious code;
- (k) attempt to gain unauthorized access on the SaaS Service or its related systems or networks;
- (l) interfere with or disrupt the integrity or performance of the SaaS Service, hardware, software, devices or services or any data contained therein; or
- (m) upload into the SaaS Service any content that is illegal, defamatory, or infringing.

2.3 Zebra Ownership of the SaaS Services. The method and means of providing the SaaS Services shall be under the control, management, and supervision of Zebra. Zebra retains all right, title, and interest, including all intellectual property rights, in and to the SaaS Services and any related Software including any enhancements, modifications and derivative works and Documentation. Customer acknowledges, (a) the SaaS Services include valuable trade secrets of Zebra; and (b) the right to access the SaaS Services granted pursuant to the Agreement is not a sale and does not transfer to Customer a license, title, or ownership of the SaaS Service or a copy of the SaaS Service, but only a right of access to, and use of, such SaaS Service; and (c) improper use of the SaaS Service(s) or disclosure may cause Zebra irreparable harm.

2.4 Usage Data. Zebra may collect and analyze Usage Data and use such information and data to improve and enhance the SaaS Services and for other development, diagnostic, and corrective purposes in connection with the SaaS Services and other Zebra offerings and disclose such data in aggregated or anonymized form.

2.5 Customer Data. Subject to Section 2.4 (Usage Data), Customer retains all rights to proprietary Customer Data. Customer hereby grants Zebra a limited, non-transferable (except pursuant to Section 13.1 (Assignment) below), worldwide license to use the Customer Data to store, process, display, use and generally make the Customer Data available to provide the SaaS Services. Customer acknowledges to the extent that it contains personal data, Customer Data will be stored and processed by Customer in compliance with the Data Protection Legislation. Customer represents and warrants that: (a) it either owns the Customer Data or is otherwise permitted to grant the license set forth in this Section 2.5 in accordance with Data Protection Legislation; (b) the posting and use of Customer Data on or through the SaaS Service does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (c) the posting of Customer Data on the SaaS Service does not result in a breach of contract between Customer and any third-party. Customer shall defend and indemnify Zebra from and against any third-party claims related to a breach by Customer of Sections 2.1, 2.2, 2.3 and 2.5. Zebra will store and, to the extent applicable, process Customer Data in accordance with the terms of this Agreement, Documentation, and Data Protection Legislation.

2.6 ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE HEREBY RESERVED TO ZEBRA.

3. USE OF SAAS SERVICES

3.1 Zebra's Responsibilities. Zebra shall use commercially reasonable efforts to ensure the SaaS Services are available for use by the Authorized Users in accordance with the Agreement. Zebra will maintain commercially reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Zebra managed systems storing Customer Data.

3.2 No Liability. Under no circumstances will Zebra be liable or responsible for any use, or any results obtained by the use of the SaaS Services in conjunction with any services, software, or hardware not provided by Zebra. All such use will be at Customer's sole risk and liability.

3.3 Customer Responsibilities. Customer shall be responsible for:

- (a) determining its own requirements for compliance with local labor laws and usage of any personal data, including special categories and biometric data (as applicable), in any countries, states, jurisdictions or regulated facilities in which it operates, collects, stores, transfers or processes such data and obtaining permission for the same;
- (b) compliance with best practices for maintaining privacy and security in accessing the SaaS Services, including maintaining appropriate password protections and access restrictions;
- (c) supporting reasonable requests from Zebra, to demonstrate Customer's compliance with security obligations related to the SaaS Services;
- (d) following Zebra procedures and recommendations to correct Errors;
- (e) all uses of Customer's Zebra account with or without Customer's knowledge, except to the extent caused by any negligence, willful misconduct, or wrongful act or omission of Zebra;
- (f) compliance with the Agreement by Customer and Authorized Users;
- (g) preventing unauthorized access to or use of the SaaS Service, and notifying Zebra immediately of any unauthorized access and/or use of the SaaS Services;
- (h) configuring Customer's network to permit transmission of data to Zebra and configuring Customer systems to enable the SaaS Services;

(i) providing any necessary notices to Authorized Users and obtaining any legally required consents regarding their use of the SaaS Services; and

(j) timely provision of data upon request where necessary for the provision of the SaaS Services.

3.4 Customer Cooperation. Customer shall cooperate and provide Zebra with assistance required for the provision of SaaS Services hereunder, including access to Customer's personnel, facilities and computer network as required. To the extent Zebra is required to use Customer's internal systems to perform the SaaS Services, Customer shall ensure Zebra has all necessary authorizations to do so. Customer shall ensure compliance by Customer with Data Protection Legislation in case any transfer of personal data of Customer's personnel and/or Authorized Users is required for the provision of the SaaS Services.

4. DATA

4.1 Security. Zebra shall follow industry standard data security practices and shall utilize commercially reasonable practices, including, for example, encryption and firewall technology, to ensure Customer Data is disclosed only to Customer and Authorized Users. Security alignments, certifications, and obligations related to the SaaS Services in a given Order Form shall be set out in the **Information Security Exhibit** included with or referenced by the Order Form or the SDD applicable to the specific SaaS Service. Customer and Zebra shall each use appropriate and commercially reasonable security precautions in connection with its use of the SaaS Services. Customer acknowledges the Internet is an open system and Zebra cannot and does not warrant or guarantee third parties cannot or will not intercept or modify Customer Data.

4.2 Data Privacy. Zebra shall comply with applicable Data Protection Legislation related to data privacy and the applicable standards of the [Global Customer Data Privacy Addendum](#).

4.3 Passwords. As part of the security process, Customer will select passwords for accounts that follow password best-practices. Customer is responsible for maintaining the confidentiality of passwords, and Customer agrees that Zebra has no liability with regard to the use nor consequences of use of passwords by third parties.

4.4 Retention.

(a) Data Management. Customer and Zebra shall maintain good faith discussions relating to the management and retention of data. Customer shall be responsible to maintain its Customer Data for only such duration of time as is strictly necessary for operation of its business or as otherwise legally required and shall be responsible for carrying out the Customer Data retention policy.

(b) Zebra Professional Services. In the event Customer requires Zebra assistance in performing purges, deletion, anonymization, or other processes to implement and carry-out the Customer Data retention policy such shall be subject to a separate SOW billable at the then current Professional Services rate.

Notwithstanding the foregoing, some data retention configurations may be subject to separate Professional Services engagements and/or separate fees.

5. SAAS SERVICE FEES & SUSPENSION

5.1 SaaS Service Fees. SaaS Services and Professional Services fees and payment terms will be as agreed between the parties to the commercial transaction and as specified in the applicable Purchase Order. All SaaS Service fee payments are non-cancelable and non-refundable.

5.2 Suspension of SaaS Service. In the event payment in full of any undisputed SaaS Service fees is not received by Zebra or by the Reseller in accordance with invoice due dates, Zebra may, in its sole discretion, and after giving ten (10) Business Days prior written notice

to cure within such period, suspend any or all of its obligations to Customer including Customer's access to the SaaS Services, based on the Agreement without liability. Zebra may also suspend access to SaaS Services on reasonable written notice in the event that Customer has failed to comply with a written instruction from Zebra related to security of the SaaS Services that could reasonably impact the services or security of other customers.

6. CONFIDENTIAL INFORMATION

6.1 (a) Customer and Zebra agree to keep Confidential Information under the same standard of care no less than that they employ for their own Confidential Information, but in any event no less than reasonable care.

(b) Notwithstanding the provisions of Section 6.1(a), Confidential Information will not include any information that (i) is or becomes generally known to the public or known in the Disclosing Party's industry without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 (a) The Receiving Party agrees:(i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the SaaS Services, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its Affiliates, employees, contractors and agents who need such access for purposes consistent with the Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(b) Except as, and strictly to the extent required by applicable securities legislation neither party will disclose the terms of the Agreement to any third party other than its Affiliates, Reseller, and its legal counsel and accountants without the other Party's prior written consent.

6.3 The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. TERM & TERMINATION

7.1 Term. The Term of this Agreement is as specified in a valid Purchase Order.

7.2 Subscription Term. The Subscription Term for specific SaaS Services shall be set out in the respective Order Form including initial Subscription Term and renewal term(s), as applicable.

7.3 Renewal Term. The Reseller shall be responsible for coordinating any renewal terms and commitments with the Customer.

7.4 Termination. If either Customer or Zebra commit a material breach or default in the performance of any of its obligations under this Agreement or a Purchase Order and fails to cure such breach or default within thirty (30) days of receipt of written notice from the non-breaching party specifying the breach or default, then the non-breaching party may terminate the applicable Order Form. Either Customer or Zebra may terminate these Terms and Conditions or an Order Form immediately upon sending notice to the other party if that other party becomes insolvent, becomes subject to the control of a receiver or similar or any bankruptcy or solvency proceedings.

7.5 Effect of Termination. Upon expiration or termination of an Order Form, Purchase Order or these Terms and Conditions for any reason, the rights, and access to the SaaS Services granted to Customer thereunder will immediately terminate. In no event will the expiration or termination of an Order Form, Purchase Order or these terms and Conditions relieve Customer of any obligation to pay fees applicable to the period contracted for. Upon expiration or termination of these terms and Conditions or an Order Form or Purchase Order, Customer shall cease all use of the SaaS Services and delete, destroy, or return all copies of the Documentation and any Software in its possession or control.

8. REPRESENTATIONS & WARRANTIES

8.1 Customer and Zebra each represents and warrants to the other: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted and perform all its obligations hereunder; (c) the execution of any Order Form by its representative indicates such signature has been authorized by all necessary corporate or organizational action of the party; and (d) any Order Form will constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

8.2 Zebra warrants that:

(a) the SaaS Service shall perform substantially in accordance with the applicable Documentation provided that the SaaS Services have at all times been used in accordance with the Agreement; and

(b) the SaaS element of any SaaS Services shall perform to the Service Availability set forth in the Order Form.

8.3 If it is established that Zebra has breached the warranty in clause 8.2(a), Zebra may at its option and expense, (a) use commercially reasonable efforts to correct any reproducible Error in the SaaS Services or (b) replace the SaaS Services with SaaS Services that materially conforms to the specifications in the Documentation.

8.4 The above remedies and warranties are Zebra's sole obligation and Customer's sole and exclusive remedy for breach of the above warranties.

9. WARRANTY DISCLAIMER

9.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SAAS SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND ZEBRA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SAAS SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. ZEBRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE.

9.2 ZEBRA DOES NOT WARRANT THAT THE SAAS SERVICES WILL BE ERROR-FREE OR THAT THE SAAS SERVICES WILL WORK WITHOUT INTERRUPTIONS.

9.3 TRIAL, BETA OR DEMO SAAS SERVICES OR ANY FREE ACCESS IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ZEBRA SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO TRIAL, BETA, DEMO SAAS SERVICES OR ANY FREE ACCESS OR USE. IF ANY APPLICABLE EXCLUSIONS OF LIABILITY UNDER THIS SECTION 9.3 ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, ZEBRA'S LIABILITY SHALL NOT EXCEED \$1,000.00 USD IN AGGREGATE.

10. LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL ZEBRA'S TOTAL LIABILITY ARISING OUT
Confidential Information

OF OR RELATED TO THE AGREEMENT EXCEED THE SAAS SERVICE FEES PAID BY CUSTOMER WITH RESPECT TO THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10.2 SAVE FOR BREACHES OF ZEBRA'S INTELLECTUAL PROPERTY, IN NO EVENT WILL CUSTOMER NOR ZEBRA HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, WASTED EXPENDITURE, LOSS OF ANTICIPATED PROFITS OR REVENUE OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

10.4 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THE AGREEMENT.

11. INFRINGEMENT CLAIMS

11.1 Zebra shall defend and/or, at its option, settle any lawsuit brought against Customer by a third-party alleging that the SaaS Services, as delivered by Zebra to Customer under the Agreement, directly infringes a United States patent in existence as of the date of delivery of such SaaS Service to Customer, a copyright, or a trademark within the jurisdictions where Customer is authorized to use the Services ("**Infringement Claim**"), so long as Customer (i) notifies Zebra in writing as soon as reasonably practicable as to the existence of any such claim, (ii) gives Zebra sole authority and control of the defense, and (iii) provides Zebra all requested information and assistance for resolving or defending the Infringement Claim ("**Conditions**").

11.2 In addition to Zebra's obligation to defend Customer against an Infringement Claim, and subject to the Conditions, Zebra shall pay all damages finally awarded against Customer by a court of competent jurisdiction to the extent based upon such Infringement Claim. If a SaaS Service or is subject to an Infringement Claim or, if in Zebra's judgment, is likely to become subject to an Infringement Claim, Zebra's obligations under this Section shall be fulfilled if at any time Zebra, in its sole discretion: (a) obtains the right for Customer to continue to use the SaaS Service purchased or subscribed from Zebra; (b) replaces or modifies the SaaS Service so as to be substantially functionally equivalent but non-infringing; or (c) refunds some or all Service Fees or other Fees paid to Zebra by Customer for such Service prior to the date of loss of use, less a reasonable charge for such prior use. Zebra shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's ordering or use of the Service after Zebra's notice to Customer that Customer shall cease use of such Service.

11.3 Zebra shall have no liability to Customer under the Agreement for any alleged or actual infringement arising out of (i) use of the SaaS Services in connection or in combination with equipment, devices, software or services not provided by Zebra, (ii) use of the SaaS Services in a manner for which they were not designed, (iii) any modification of the SaaS Services by anyone other than Zebra or a Zebra sub-contractor, (iv) compliance with Customer's designs, specifications, guidelines or instructions (collectively "**Excluded Conduct**"). Customer shall defend Zebra against and pay awarded damages arising from any claim of infringement that is brought against Zebra based upon or arising out of Excluded Conduct or arising out of Customer's continued use of Service after being noticed to cease such actions related to the SaaS Services. Zebra shall not be responsible for any compromise or settlement made by Customer without Zebra's prior written consent.

11.4. THIS SECTION 11 PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ZEBRA'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND ZEBRA HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THE AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. ZEBRA'S TOTAL LIABILITY TO CUSTOMER UNDER THIS SECTION SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FEES PAID BY CUSTOMER TO ZEBRA FOR THE SAAS SERVICES AT ISSUE DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE INFRINGEMENT CLAIM.

12. NOTICES

All notices required hereunder will be in writing and be given by personal delivery, courier service or registered mail, to Customer and Zebra at their respective addresses set forth in the applicable Order Form or at such other address(es) as shall be specified in writing pursuant to this Section. All notices shall be deemed to have been given on the day of actual receipt.

13. MISCELLANEOUS

13.1 Assignment. Neither Customer nor Zebra may assign the Agreement or any rights or obligations, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that Zebra may assign the Agreement to a parent, affiliate, subsidiary, or successor to its business, if any, resulting from a merger, acquisition, or other change in control. Any attempted assignment in violation of this Section 13.1 will be null and void.

13.2 Marketing.

(a) Zebra shall have the right to list Customer's name and logo in Zebra's customer list and in Zebra's marketing materials.

(b) Zebra agrees to abide by Customer's brand guidelines with respect to its use of Customer's name and logo, provided that Customer makes such brand guidelines available to Zebra prior to Zebra exercising its rights under Section 13.2(a) above. Except as specifically set forth above, nothing in the Agreement shall authorize Zebra to use Customer's trademarks, copyrights, or other intellectual property in connection with any marketing or for any other purposes.

13.3 Independent contractors. Customer and Zebra are independent parties, and nothing herein shall be construed as creating an employment relationship between them. Neither Customer nor Zebra is an agent nor representative of the other and neither shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party. The Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between Customer and Zebra nor to impose any liability attributable to such a relationship upon either.

13.4 U.S. Government Rights. To the extent applicable, Zebra provides the SaaS Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SaaS Services include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Service) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Service or Computer Service Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Zebra to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written amendment specifically conveying such rights must be included in any applicable contract or agreement.

13.5 Export Regulations. Customer agrees to comply with all applicable export and re-export control laws and regulations, including

but not limited to the United States, the European Union, and the United Kingdom jurisdiction and that such export controls and trade sanctions may be extraterritorial. Specifically, Customer covenants that it will not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Zebra under the Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

13.6 Force Majeure. Neither Customer nor Zebra shall be liable for any delay, failure, or default in performance of any obligation under the Agreement to the extent caused by, or resulting from, events beyond its reasonable control, including but not limited to: fires; earthquakes; floods; adverse weather conditions; other natural disasters; acts of God; power blackouts; strikes, lockouts, or other labor disturbances; riots; lock-downs, or restrictions due to pandemic or epidemics; changes to law or regulations; embargos, or sanctions; military actions; war; terrorist acts; acts of hackers; energy failures; transportation failures; acts or omissions of third-party technology providers or internet service providers (a "Force Majeure Event") provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance under this Agreement as soon as reasonably practicable whenever such causes are removed or reasonably lessened. The party claiming relief under a Force Majeure Event shall provide the other party with written notice of any delay or failure to perform that occurs by reason of such Force Majeure Event. Notwithstanding anything contained in this clause, Zebra shall be entitled to receive payment for SaaS Services delivered and for SaaS Services provided during a Force Majeure Event of Customer.

13.7 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

13.8 Governing Law & Jurisdiction.

(a) If Zebra is based in Europe, Middle East or Africa: The Agreement is governed and construed under the laws of England and Wales without reference to conflict of law principles. All dispute arising out of or related to the Agreement will be subject to exclusive jurisdiction of the courts of England.

(b) If Zebra is based in USA or Canada: The Agreement is governed by and construed under the laws of the State of Illinois without reference to conflict of laws principles. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Cook or Lake County, Illinois, and Customer and Zebra agree and submit to the exclusive jurisdiction and venue of these courts.

(c) If Zebra is based in the APAC region:

(i) For Australia/New Zealand: The Agreement is governed and construed under the laws of the State of Victoria, Australia without reference to conflict of law principles. All dispute arising out of or related to the Agreement will be subject to exclusive jurisdiction of the courts of the State of Victoria, Australia.

(ii) For other APAC Countries: The Agreement is governed and construed under the laws of the Republic of Singapore without reference to conflict of law principles. All dispute arising out of or related to the Agreement will be subject to exclusive jurisdiction of the courts of Singapore.

13.9 Modification & Waiver. No waiver or modification of the Agreement will be valid unless made in writing and signed by both Customer and Zebra. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach.

13.10 Future Functionality. Customer agrees that subscribing to SaaS

Services is not contingent on the delivery of future functionality or dependent on any oral or written comments made by Zebra regarding any future functionality.

13.11 Precedence. To the extent there is a conflict, an Order Form or SOW shall take precedence over an exhibit or amendment and an exhibit or amendment shall take precedence over the Agreement.

13.12 Survival. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay SaaS Service fees incurred before expiration or termination; (b) Sections 2.2 (Restrictions on Use of SaaS Services), 2.3 (Zebra Ownership of the SaaS Services), 4.1 (Security), 4.2 (Data Privacy),

4.3 (Passwords), 6 (Confidential Information), 7.5 (Effect of Termination), 8.1. (Representations & Warranties), 9 (Warranty Disclaimer), and 10 (Limitation of Liability); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13.13 Entire Agreement. The Agreement shall embody the entire understanding of between Customer and Zebra and each confirms they are not relying on any other statement or document other than this Agreement. This Agreement supersedes any previous or contemporaneous communications, whether oral or written, and may be amended only by a writing signed by both Customer and Zebra.

PROFESSIONAL SERVICES EXHIBIT | ZEBRA SAAS SERVICES TERMS AND CONDITIONS

THIS ZEBRA PROFESSIONAL SERVICES EXHIBIT (THE "PROFESSIONAL SERVICES EXHIBIT") IS SUBJECT TO THE ZEBRA SAAS SERVICES TERMS AND CONDITIONS AND APPLIES TO PROFESSIONAL SERVICES PROVIDED BY ZEBRA DIRECTLY TO CUSTOMER IN RELATION TO SAAS SERVICES. THE SPECIFIC DELIVERABLES AND FEES SHALL BE SET OUT IN AN SOW. IN THE EVENT OF ANY CONFLICTS BETWEEN THIS PROFESSIONAL SERVICES EXHIBIT AND THE SAAS SERVICE TERMS AND CONDITIONS, THIS PROFESSIONAL SERVICES EXHIBIT WILL PREVAIL.

1. DEFINITIONS.

Definitions from the Agreement will apply unless otherwise defined herein.

Intellectual Property (IP) means any and all registered and unregistered intellectual property rights, including without limitation, patents, patent applications, utility models, trademarks, trade secret legal protections, copyrights, moral rights, the right to file patent applications, and the right to sue for and collect past damages, along with all right, title, and interest in all of the foregoing.

Customer Intellectual Property means any IP arising from, embodied in, underlying, or corresponding to business requirements, material, and information owned or licensed by Customer that is accessed or used in connection with the provision of Professional Services, but in all cases excludes any Zebra Intellectual Property.

Deliverables means items provided to the Customer pursuant to an Order Form or SOW.

Zebra Intellectual Property means IP arising from, embodied in, underlying, or corresponding to Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof that are either (i) owned by Zebra, (ii) developed by Zebra independently of the Professional Services, or (iii) licensed by Zebra from a third party.

Professional Services means the consulting services provided by Zebra as set out in the SOW.

Professional Services Documentation means the documentation provided to the Customer pursuant to a Professional Services engagement, including without limitation, such documentation describing the project specifications, design configuration, architecture and testing procedures or installation and user guides, as applicable.

Project Manager means the individual appointment by a party to act as a project manager for each Professional Services engagement to (i) co-ordinate the performance of its obligations under the Agreement, (ii) act as its representative regarding the Professional Services and (iii) maintain primary responsibility for communication with the other party in relation to the Professional Services.

2. PROFESSIONAL SERVICES.

- (a) Zebra will provide the Professional Services as agreed in a SOW, on the basis of time and material or fixed price, each of which will be further described in the SOW.
- (b) Zebra will determine the resources required for the provision of the Professional Services.
- (c) Fees are calculated on the basis of Monday to Friday on a 7.5-hour day, excluding designated public holidays. Where agreed between the Parties, work outside of these hours will be charged at 150% of the then current rate.

3. CO-OPERATION

- (a) Customer and Zebra acknowledges that the success of Professional Services requires the cooperation of both parties. Customer and Zebra shall each assign, where appropriate, a Project Manager that has requisite authority to decided day-to-day questions that may arise in relation to the Professional Services as defined in the applicable SOW.
- (b) Customer acknowledges and agrees that in order for Zebra to effectively perform the Professional Services in a timely manner, Customer will cooperate with Zebra by making available on a timely basis (i) management decision, information, approvals and acceptance required by Zebra for the completion of the Professional Services, (ii) appropriate access to Customer facilities, personnel, equipment, resources and systems and (iii) any relevant information and

documentation as necessary to facilitate performance of the Professional Services. Where necessary, Customer shall supply Zebra personnel with suitable office and workspace with adequate computer resources and access to internet.

4. INTELLECTUAL PROPERTY RIGHTS

- (a) Customer shall retain all rights in and to Customer Intellectual Property, including all Customer Intellectual Property that may be contained in the Deliverables and such rights shall remain vested in the Customer.
- (b) Zebra shall retain all rights in and to all Zebra Intellectual Property and such rights shall remain vested in Zebra.
- (c) If information or materials are used by a party in the performance of its obligation in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.
- (d) Zebra hereby grants Customer a non-exclusive, limited, non-transferable license to use the Deliverable only for Customer's internal business purposes subject to the terms of the Agreement and consistent with the usage limitations set out in the Agreement for the SaaS Services.
- (e) Customer hereby grants Zebra a non-exclusive, limited, non-transferable license under Customer Intellectual Property for the sole purpose of and only to the extent necessary for Zebra to perform the Professional Services.

5. WARRANTY. Zebra warrants that (a) the Professional Services shall be performed using reasonable care and skill and in accordance with the SOW and (b) any Deliverable provided pursuant to a SOW will conform to the SOW and applicable Professional Services Documentation for a period of thirty (30) days from the date of delivery.

EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES AND IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ZEBRA.

6. WARRANTY REMEDY.

- (a) If it is established that Zebra has breached the warranty in Section 5 (Warranty) hereof, Customer's remedy, at Zebra's discretion and in consultation with the Customer, shall be to re-perform Professional Services at no additional charge to Customer or to refund the applicable fees paid which correspond to the Professional Services.
- (b) These remedies are contingent upon the following: (i) that the Deliverable has not been modified by the Customer; and (ii) that the alleged breach did not result from Customer's failure to abide by its obligations defined in the applicable Order Form or SOW or for its failure to follow the Professional Services Documentation.
- (c) The above warranty remedies are Zebra's sole obligation and Customer's sole and exclusive remedy for breach of the above warranties.

7. CHANGE REQUEST.

Upon request by Customer or Zebra, the scope of the Professional Services may be adjusted through a mutually executed change request defining the impact of any changes, including the fees or any aspect of the provision of the Professional Services.