

END USER LICENSE AGREEMENT

Please read the terms of this "End User License Agreement" (the "Agreement") carefully. The Agreement is a legal agreement between you (either an individual or a single entity) and Zebra Technologies International, LLC ("Zebra") for the Zebra computer software and/or firmware accompanying this End User License Agreement, and any associated media, printed materials and any "online" or electronic documentation (collectively, "Software"). By installing or using the Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not install or use the Software.

1. *Grant of License.* The Software is protected by copyright and other intellectual property laws and international treaties. The Software is licensed to you, and not sold, subject to the terms of this Agreement. Subject to the terms of this Agreement, Zebra hereby grants you a limited, personal, non-exclusive license during the term of this Agreement to use the Software solely and exclusively for your internal use for the operation of your associated Zebra printer(s) and for no other purpose. To the extent that any portion of the Software is provided to you in a manner that is designed to be installed by you, you may install one copy of the installable Software on one hard disk or other storage device for one printer, computer, workstation, terminal, or other digital electronic device, as applicable (an "Electronic Device"), and you may access and use that Software as installed on that Electronic Device so long as only one copy of such Software is in operation. If you are an organization rather than an individual, you may authorize personnel associated with your business to use the Software, but only one person at a time on one Electronic Device at a time. You agree not to duplicate or copy the Software, except that you may make one back-up copy for archive purposes. The primary user of the Electronic Device on which installable Software is installed may also make a copy for his or her exclusive use on a portable computer, so long as such Software is being used only on one Electronic Device at a time.

2. *Storage/Network Use.* In the alternative, you may install a copy of the Software on a storage device, such as a network server, used only to access and use the Software on your Electronic Devices over an internal network; however, you must acquire and dedicate a license for each separate Electronic Device on which the Software is accessed and used from the storage device. A license for the Software may not be shared or used concurrently on different Electronic Devices.

3. *Documentation.* If the Software contains documentation which is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software.

4. *Limitations of Reverse Engineering, Decompilation and Disassembly.* You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is permitted by applicable law notwithstanding this limitation.

5. *Transfer/Sublicense.* You may not transfer, sublicense, distribute, rent, lease, supply, market or lend the Software to any other party.

6. *Confidentiality.* You acknowledge that the Software embodies confidential information owned by Zebra and/or its suppliers and licensors. To the extent you have access to any such information, you agree to use such information only for the authorized use of the Software. You further agree not to disclose such confidential information to any other party and to use at least the same degree of care to maintain the confidential nature of such information as you use to maintain the confidentiality of your own confidential information.

7. *Intellectual Property.* All title, copyrights and other intellectual property rights in and to the Software (including but not limited to copyrights, patents, trade secrets and trademarks) are owned by Zebra or its suppliers and licensors. You must maintain all copyright notices on all copies of the Software. All rights not expressly granted are reserved by Zebra. Without prejudice to any rights or remedies Zebra may have for your violation of this Software License, Zebra shall own all changes or modifications to the Software.

8. *Termination.* Without prejudice to any other rights or remedies Zebra may have, Zebra may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. Zebra may terminate this Agreement by offering you a superseding Agreement for the Software or any replacement or modified version of or upgrade to the Software and conditioning your continued use of the Software or such replacement, modified or upgraded version on your acceptance of such superseding Agreement. In addition, either party may terminate this Agreement at any time. Subject to the foregoing, termination shall be effective upon notice to the other party. In the event that this Agreement terminates for any reason, your license to use the Software will terminate, and you must immediately stop using the Software, destroy all copies of the Software and all of its component parts, and, upon request, provide an affidavit certifying your compliance with the foregoing. The provisions of Sections 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive termination of this Agreement.

9. *U.S. Government Restricted Rights.* You agree that the Software constitutes "commercial computer software" and/or "commercial computer software documentation" within the meaning of Federal Acquisition Regulation § 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement § 227.7202. Accordingly, if you are an agency, department, employee, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, including technical data or manuals, is restricted by the terms, conditions and covenants contained in these EULA Terms and Conditions. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-19 (JUNE 1987) or DFARs, 48 CFR 252.227-7013 (OCT 1988), as applicable.

10. *Export Restrictions* You agree that you will not export or re-export the Software, any part thereof, or any process or service that is the direct product of the Software (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include but are not necessarily limited to Cuba, Iran, Iraq, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been

prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied your export privileges. Contractor/Manufacturer is Zebra Technologies Corporation, 333 Corporate Woods Parkway, Vernon Hills, Illinois 60061.

11. *Accessing Services Using the Software.* Your use of any service accessible using the Software is not covered by this EULA and may be governed by separate terms of use, conditions or notices. Zebra and its suppliers and licensors hereby disclaim any such liability for any such services accessed.

12. *Your Security Responsibilities.* Notwithstanding anything to the contrary in this Agreement, as between Zebra and you, you acknowledge and agree that you are solely responsible for maintaining and protecting all aspects of any network, systems, and data (including any Personal Information) of, relating to, possessed by, or maintained by you, including maintaining and protecting such things from or against any theft, loss, misuse, alteration, disposal, or unauthorized access. "Personal Information" means individually identifiable information from or about an individual consumer including, but not limited to: (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least a street name and name of city or town; (c) an email address; (d) a telephone number; (e) a Social Security number; (f) credit and/or debit card information, including number, expiration date, security code, and/or track data; (g) date of birth; (h) driver's license number; or (i) any other information from or about an individual consumer that is combined with (a) through (i) above.

13. *Disclaimer.* ZEBRA SUPPLIES THE SOFTWARE AS IS AND WITH ALL FAULTS AND DOES NOT MAKE ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES CONCERNING THE SOFTWARE OR ANY APPLICATION, OPERATION OR USE THEREOF, THE OUTPUT OR THE DATA GENERATED BY THE OPERATION OR USE THEREOF, OR ANY SUPPORT SERVICES RENDERED WITH RESPECT THERETO. ZEBRA HEREBY EXCLUDES ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, INCLUDING, SPECIFICALLY, ANY IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OR OF MERCHANTABILITY QUALITY, OR OF FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, OR OF TITLE, OR OF NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, THEY WILL BE LIMITED TO THE DURATION OF NINETY (90) DAYS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZEBRA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT THAT THE SOFTWARE COVERED BY THIS EULA INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY OF THE PRINTER LANGUAGE BEING EMULATED, ARE OFFERED "AS IS" AND WITH ALL FAULTS, AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH AND THIS AGREEMENT APPLY TO SUCH EMULATION LIBRARIES.

14. *Limitation of Liability and Damages.* ZEBRA DOES NOT ASSUME RESPONSIBILITY FOR ANY SPECIFIC APPLICATION OF THE SOFTWARE OR FOR COMPATIBILITY WITH OTHER SOFTWARE OR EQUIPMENT. TO THE FULL EXTENT ALLOWED BY LAW, ZEBRA EXCLUDES FOR ITSELF AND ITS LICENSORS AND SUPPLIERS ANY LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, DAMAGE TO GOODWILL, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ANY PRODUCTS, PARTS OR SOFTWARE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ZEBRA OR ANY LICENSOR OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. WHEN LIABILITY FOR DAMAGES IS NOT ALLOWED TO BE LIMITED OR EXCLUDED IN ITS ENTIRETY, ZEBRA LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR, AT ZEBRA'S OPTION, REFUND OF THE PRICE OF THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ZEBRA SHALL NOT, UNDER ANY CIRCUMSTANCE OR UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING, WITHOUT LIMITATION, UNDER CONTRACT, TORT, CONTRIBUTION, OR INDEMNITY), BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY LOSSES, DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL), COSTS, EXPENSES, FINES OR FEES RELATING TO THE THEFT, LOSS, MISUSE, ALTERATION, OR DISPOSAL OF, OR UNAUTHORIZED ACCESS TO, ANY NETWORK, SYSTEM, OR DATA (INCLUDING PERSONAL INFORMATION) OF, RELATING TO, POSSESSED BY, OR MAINTAINED BY CUSTOMER.

15. *Zebra Suppliers and Licensors.* Any release, disclaimer or limitation of Zebra's liability or damages pursuant to this Agreement shall be construed, in addition to Zebra's benefit, also to the benefit of Zebra's suppliers, licensors, employees, and contractors and, without limiting any other defenses that such suppliers, licensors, employees and contractors may have, you agree to release such parties from liability or damages in accordance with such release, disclaimer, or limitation of liability or damages to the same extent that such provisions apply to Zebra.

16. *Governing Law.* To the maximum extent permitted by law, the laws of the State of Illinois, U.S.A., without reference to its conflict of laws provisions, will apply to this Agreement. You irrevocably agree to submit to the exclusive jurisdiction and venue of the state or federal courts in the State of Illinois in the event of any litigation involving this Agreement or the Software. You agree that you shall not assert any claim that you are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Zebra may, in its sole discretion, choose to resolve any controversy or dispute between you and Zebra concerning this Agreement, or the existence, validity, breach or termination thereof, whether during or after the term by binding arbitration in accordance

with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified or supplemented under this Section 15, by providing notice to you. In the event that Zebra provides such notice, you hereby waive any right to institute a court or other dispute resolution proceeding with respect to such controversy or dispute and acknowledge arbitration in accordance with this Section 15 as the sole and exclusive means of resolving such controversy or dispute. The arbitration proceeding will take place in Chicago, Illinois and be conducted in the English language. The arbitration panel will consist of 3 arbitrators, one arbitrator appointed by each party and a third neutral arbitrator appointed by the two arbitrators designated by the parties. Any communication between a party and any arbitrator will be directed to the AAA for transmittal to the arbitrator. The parties expressly agree that the arbitrators will be empowered to, at either party’s request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrators. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in this Section will prevent Zebra from seeking interim injunctive relief against you or filing an action against you to collect unpaid and past due amounts in any court of competent jurisdiction.

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

18. *Entire Agreement.* This Agreement constitutes the entire understanding and agreement of the parties and supersedes any and all prior or contemporaneous representations, understandings and agreements between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

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

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

21. *Waiver.* The failure by a party to exercise any right hereunder shall not operate as a waiver of such party’s right to exercise such right or any other right in the future.

22. ***QUESTIONS.*** Should you have any questions, or if you desire to contact Zebra for any reason, please contact the Zebra subsidiary serving your country, or write:

Zebra Technologies International, LLC
333 Corporate Woods Parkway
Vernon Hills, Illinois 60061