

## EXHIBIT B

### RENTAL SERVICES AGREEMENT TERMS (EMEA)

The Rental Services Agreement Terms shall, in addition to the terms set out in the Rental Services Reseller Community Addendum (including the Agreement terms relating to the Reseller's participation in Zebra's PartnerConnect EMEA channel program), govern all sales of Rental Services by Zebra to the Reseller for the named End User Opportunity, both as set out in the Rental Services Form accepted by Zebra Technologies Europe Limited ("**Zebra**").

Zebra shall not be bound by any other terms and conditions, including those which may be included in the Reseller's standard purchase order or which may have governed unrelated previous purchases and/or licence transactions between the Reseller and Zebra.

#### 1. DEFINITIONS.

**1.1** Unless otherwise noted herein, all terms not herein defined shall have the meanings ascribed thereto in the Rental Services Reseller Community Addendum and the Agreement. Except as expressly set forth in the Rental Services Agreement Terms, the terms and conditions of the Rental Services Reseller Community Addendum and the Agreement (as amended) shall remain unchanged and in full force and effect. In the event of any inconsistency between the Rental Services Agreement Terms, the Rental Services Reseller Community Addendum and the Agreement in relation to the subject matter herein, the Rental Services Reseller Community Addendum shall prevail. The section headings used herein are for descriptive purposes only and shall not be used in construing the provisions of the Rental Services Agreement Terms. **1.2** The terms set out below shall have the following meanings:

**"Agreement"** means the Zebra® PartnerConnect EAI Reseller Agreement terms / Program Master Terms and Conditions and the Reseller Community Addendum (as amended).

**"Authorised Channel Partner"** means a Reseller or a Distributor who participates in Zebra's PartnerConnect program and who has authorised access to the resale of Rental Services in the EMEA Region.

**"EMEA"** means the countries included in Europe, Middle East and Africa, per Zebra's PartnerConnect country list.

**"End User"** means the customer of the Reseller, who will use the Equipment and purchase services from the Reseller as confirmed on a Zebra approved Rental Services Form, for a specific Opportunity.

**"Equipment"** means the Zebra products listed in the Zebra accepted Rental Services Form for a specific Opportunity, including any hardware, software, deliverables or documentation that forms a part thereof. Zebra products available for Rental Services will be confirmed to the Reseller by Zebra upon request, as these are subject to change at any time in Zebra's sole and absolute discretion.

**"Initial Rental Term"** means the first agreed Rental Term, as confirmed on a Zebra-approved Rental Services Form.

**"Location"** means the full address where the Equipment will be used by the End User, as specified in the Rental Services Form.

**"Opportunity"** means a specific Rental Services deal for a specific end user covered by a Zebra approved Rental Services Form.

**"Parties"** or **"Party"** means Zebra or the Reseller, as applicable.

**"Proprietary Rights"** means Zebra's intellectual property rights including, without limitation: (a) patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, utility models, moral rights, topography rights, database rights and rights of confidence and all embodiments thereof, whether tangible or intangible in all cases whether or not registered or registrable in any country, for the full terms (including any extension to or renewal of the terms) of those rights and including registrations and applications for registration of any of these and rights to apply for the same; and (b) all rights and forms of protection of a similar nature or having equivalent or similar effect to any of those set out in (a) anywhere in the world.

**“Purchase Order”** means a written or electronically submitted purchase order by the Purchasing Party to Zebra for the purchase of the Rental Services.

**“Purchasing Party”** means, where the Reseller doesn’t purchase directly from Zebra, the entity purchasing the Rental Services directly from Zebra for resale to the Reseller (directly or through Zebra Authorised Channel Partners, depending on the structure of the sale).

**“Region”** means one of the four geographic divisions in which Zebra and its Affiliates operate, which for the purposes of the Rental Services Agreement Terms means EMEA.

**“Rental Charges”** means the amount specified in the Zebra accepted purchase order for Rental Services for a specific Opportunity (which will include Equipment maintenance services, software/firmware license and shipping of the Equipment to the Purchasing Party or the Reseller, as the case may be, in Zebra’s sole discretion), which are payable by the Purchasing Party to Zebra. Where the Reseller does not purchase Rental Services directly from Zebra the charges payable by the Reseller will be strictly agreed between the Reseller and its supplier. (where applicable) Form.

**“Rental Services”** means the services made available for purchase directly from Zebra or through a Zebra authorised Channel Partner, and which will (irrespective of the purchase route) be delivered to the Reseller directly by Zebra. The Rental Services are related to the use of the Equipment (including maintenance support) as identified by Zebra by a designated SKU number, the scope of which will be set out in a specific Rental Services Agreement (as defined below), which the Reseller may resell to a named End User for Zebra approved Opportunities, as stated herein.

**“Rental Services Agreement”** means one of the following (as the case may be):

- (a) Where a Reseller purchases directly from Zebra: (i) a completed Rental Services Form accepted by Zebra for a specific Rental Services Opportunity; (ii) the associated (Zebra accepted) purchase order; and (iii) the Rental Services Agreement Terms (including the Schedules therein) which are supplemental to the Rental Services Reseller Community Addendum and the Agreement. These documents together constitute a binding Rental Services Agreement between the Reseller and Zebra for a specific Opportunity.
- (b) Where a Reseller purchases the Rental Services from a Zebra Authorised Channel Partner: (i) a completed Rental Services Form accepted by Zebra for a specific Opportunity; and (ii) the Rental Services Agreement Terms (including the Schedules therein) which are supplemental to the Rental Services Reseller Community Addendum and the Agreement. These documents together constitute the Rental Services Agreement for a specific Opportunity for the associated Rental Services to be delivered by Zebra to the Reseller through a Zebra Authorised Channel Partner.

**“Rental Services Form”** means the Zebra form which a Reseller must fill out and submit to Zebra (via the Authorised Channel Partner they purchase from if applicable) for approval prior to the purchase of Rental Services for a specific End User Opportunity.

**“Rental Services Start Date”** means the date agreed by Zebra as the commencement of the Rental Services Period, as shown in each specific Zebra-approved Rental Services Form for a particular Opportunity.

**“Rental Term”** means the period (including any Initial Rental Term) during which Zebra shall provide to the Reseller the Rental Services for a specific Opportunity, as confirmed on a Zebra approved Rental Services Form (and, where applicable, any subsequent extensions or renewals), which shall commence on the date Zebra ships the Equipment to the Purchasing Party in accordance with the applicable delivery terms.

**“Reseller”** means the Party with whom Zebra concludes the Rental Services Agreement for the delivery of the Rental Services and to whom the Rental Services Agreement Terms shall apply. Zebra will deliver the Rental Services governed by a Rental Services Agreement directly to the Reseller named on the Zebra approved Rental Services Form.

**1.3** Any reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. **1.4** References to the plural include the singular and vice versa, references to one gender include all genders and any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 2. RENTAL SERVICES AGREEMENT TERMS AND SCHEDULES.** **2.1** The Rental Services Agreement Terms set forth the terms and conditions upon which Zebra shall rent the Equipment to the Reseller. **2.2** The Rental Services Agreement is non-cancellable and the Purchasing Party is responsible for payment of the full Rental Charges to Zebra, regardless of whether End User decides to return the Equipment to Zebra at the end of the Rental Term or at any earlier time. **2.3** The Rental Services Agreement Terms include the attached Schedules A and B:

**Schedule A** - The End User software/firmware license terms (EULA); and

**Schedule B** - The Equipment maintenance and support specification (Zebra OneCare® Essential Service Description Document).

- 3. TERM AND TERMINATION.** **3.1** The term of each specific Rental Services Agreement in relation to a particular Opportunity shall commence on the Rental Services Start Date and shall continue until the later date of: (a) one day prior to the (1) year anniversary of the Rental Services Start Date; or (b) the expiry of the Rental Term. **3.2** The Rental Term shall commence on the date on which the Equipment is shipped by Zebra to the Purchasing Party, in accordance with the applicable delivery terms, irrespective of when it is received by the End User and shall terminate on the date on which Zebra receives all the Equipment back. **3.3** The Initial Rental Term is as specified in the Rental Services Form, which in no event can be less than three (3) months. **3.4** Thereafter, the Initial Rental Term may be renewed for successive one (1)-month periods, subject to Zebra's acceptance of the corresponding purchase order in accordance with Section 10 (PURCHASE ORDER) of the Rental Services Agreement Terms. **3.5** Zebra may terminate a specific Rental Services Agreement immediately: (i) for "good cause" or for breach; (ii) where the Reseller/End User has undergone a Change of Control; (iii) if the Reseller fails to provide directly to Zebra or through a Zebra Authorised Channel Partner the information required under the Rental Services Application Form and fails to remedy any such default(s) within ten (10) days after the receipt of notice to that effect; or (iv) if the Purchasing Party and / or the Reseller ceases for whatever reason to be a member of the Program. **3.6** Upon termination or expiry of the Rental Services Term: (a) all monies due and owing to Zebra shall become immediately due and payable; (b) all rights for the Reseller and End User to receive the Rental Services and to possess and use the Equipment shall cease and the Reseller shall ensure that all property of Zebra, including any Confidential Information and the Equipment, shall be returned, unless otherwise agreed in writing by Zebra.

- 4. RENTAL CHARGES.** **4.1** Where the Reseller purchases directly from Zebra, the Reseller agrees to pay the Rental Charges for each unit of the Equipment to Zebra. **4.2** If the Rental Term does not start on the first day of a calendar month or end on the last day of a month, the Rental Charges will be prorated accordingly. **4.3** The Rental Charges shall be invoiced and payable until all rented Equipment is returned to Zebra.

- 5. PAYMENT. Clauses 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6 are only applicable to a Reseller purchasing directly from Zebra.** **5.1** For Rental Services purchased directly from Zebra, Rental Charges are payable in advance. Where applicable and monthly payments have been agreed in writing by Zebra, Zebra will issue the applicable invoices in advance of each month. **5.2** Unless specified otherwise in any other agreement between the Parties covering the subject matter hereof, all payment terms are net thirty (30) days from the date of Zebra's invoice. **5.3.** Without prejudice to any other rights and remedies, Zebra reserves the right to charge late payment interest to the Reseller on undisputed invoices that have not been settled on or before the due date on the invoice. Late payment interest under a Rental Services Agreement will be charged at the rate of six percentage points (6%) above the last reference rate announced by the Bank of England and calculated on a daily basis until payment is made in full. **5.4** Zebra reserves the right, at any time, to revoke any credit extended if payment is in arrears for more than ten (10) days after notice, or if in Zebra's sole and absolute discretion, Zebra determines that the Reseller credit does not warrant further extension of credit. **5.5** Zebra may also, in its sole and absolute discretion, suspend the Rental Services or any part thereof due to non-payment of any sums due or payable until all such outstanding sums have been fully paid. **5.6** For the avoidance of doubt, the Rental Charges will be quoted in accordance with the Agreement provisions, are exclusive of all government value added, sales, use or other like taxes in force and any such taxes shall be assumed and paid for by the Reseller in addition to its payment of the Rental Charges. The Reseller shall make all payments due under a specific Rental Services Agreement in cleared funds, without set-off, withholding or deduction of, or in respect of, any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or imposed

in the future by any governmental, fiscal or other authority, save as required by law. If any such withholding or deduction is required, the Reseller shall, when making the payment to which the withholding or deduction relates, pay to Zebra such additional amounts as necessary to ensure that Zebra receives the same total amount in full that it would have received if no such withholding or deduction had been required. **5.7** For Rental Services purchased through an Authorised Channel Partner, the payment terms agreed to between the Reseller and such Authorised Channel Partner will apply. **5.8** If Equipment is not returned within fourteen (14) days of the end of the (Initial) Rental Term, the Reseller (**even where different from the Purchasing Party**) shall pay to Zebra the then-current Equipment list price for the unreturned units, and such payment shall be due upon receipt of Zebra's invoice therefore.

- 6. SECURITY DEPOSIT.** **6.1** Prior to taking possession of the Equipment, the Reseller may be required to deposit with Zebra (or with the Authorised Channel Partner they purchase the Rental Services from), in trust, a security deposit equal to two (2) times the Rental Charges for the Initial Rental Term (the "**Security Deposit**") as security for their performance under a Rental Services Agreement and for any damages caused to the Equipment during the (Initial) Rental Term. **6.2** Zebra may use all or part of the Security Deposit to cover unpaid Rental Charges and to repair any damage to Equipment caused during the Rental Term, and the Reseller shall reimburse Zebra for such charges and costs out of the Security Deposit. **6.3** The Security Deposit is not a limit on the amount Zebra is entitled to recoup under a Rental Services Agreement and the Reseller remains liable for any balance thereof. **6.4** The Reseller shall not apply or deduct any portion of any Security Deposit and shall not use any Security Deposit at any time in lieu of payment of Rental Charges. **6.5** If the Reseller breaches any of the terms or conditions of a Rental Services Agreement, the Reseller shall forfeit any Security Deposit, as permitted by applicable law, notwithstanding any additional rights Zebra may claim.
- 7. RECALL NOTICE.** Zebra may recall any Equipment upon ten (10) days written notice to the Reseller.
- 8. LABELS.** The Reseller shall not remove, alter, disfigure or cover up any serial numbering, lettering, logo, or insignia displayed on the Equipment.
- 9. EQUIPMENT MAINTENANCE SERVICES.** During the Rental Term, Zebra shall provide to the Reseller telephone support and depot maintenance for the Equipment, all as described in Schedule B.
- 10. PURCHASE ORDER.** **10.1** The Reseller shall issue a purchase order for the Rental Services to cover a specific Opportunity for the Initial Rental Term to Zebra, if purchasing directly from Zebra, or to a Zebra Authorised Channel Partner. **10.2** For continued Rental Services beyond the Initial Rental Term, the Reseller shall issue subsequent purchase order(s) to Zebra or to a Zebra Authorised Channel Partner (as the case may be) at least one (1) week prior to the expiration of the then current calendar month. **10.3** Purchase orders to Zebra shall be emailed to the email stated on the Rental Services Form.
- 11. EQUIPMENT OWNERSHIP; LIENS; LOCATION.** **11.1** Zebra is the sole owner of the Equipment and has sole title thereto. **11.2** The Reseller warrants that neither the Reseller or the End User will encumber the Equipment or their respective interest in the Equipment in any manner whatsoever, nor create or permit to exist any levy, lien or encumbrance thereof except those created by or through Zebra. **11.3** The Reseller warrants to Zebra that the End User will not move the Equipment or any part thereof from the Location without Zebra's prior written consent.
- 12. POSSESSION AND SURRENDER OF EQUIPMENT.** **12.1** Possession of the Equipment shall be transferred to End User in accordance with the terms of a specific Rental Services Agreement. **12.2** Upon expiry or termination of the (Initial) Rental Term, the Reseller warrants to Zebra that the End User will surrender the Equipment to Zebra (directly or via the Reseller, as instructed by Zebra) in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Initial Rental Term.
- 13. DELIVERY.** **13.1** The Parties agree that, unless otherwise decided by Zebra in its sole and absolute discretion in writing, Zebra will deliver the Equipment to the Reseller (if the Reseller is the same as the Purchasing Party) in accordance with FCA Zebra facility INCOTERMS® 2010. **13.2** For ship-to addresses within the EEA and Switzerland,

Zebra will take out insurance on behalf of the Reseller, manage the freight and select the carrier, and will charge the Reseller separately in the relevant invoice for carriage and insurance in relation to each shipment but, in doing so, Zebra will not assume any liability other than what is set out herein in connection with shipment and delivery, nor shall the carrier in any way be construed to be an agent of Zebra. **13.3** For ship-to addresses outside the EEA (and only where pre-agreed in writing by Zebra), the Reseller shall be solely responsible for managing the freight, including selecting the carrier for shipment. **13.4** Where Reseller's sell-to address differs from Reseller's ship-to address, Zebra reserves the right to charge additional administration fees. **13.5** Zebra shall not be liable for any damages or penalty for any delay caused solely by transportation or failure to give notice of such delay. **13.6** Where the Reseller is the Purchasing Party, risk of loss or damage to, and possession of, the Equipment shall pass from Zebra to the Reseller upon delivery to the carrier or Reseller's representative at the FCA shipping location. Where the Reseller is not the Purchasing Party, risk of loss or damage to, and possession of, the Equipment shall pass from Zebra to the Purchasing Party upon delivery by Zebra to the Purchasing Party in accordance with the shipping terms applicable to that transaction. In any event, **title to the Equipment or software shall never pass** under this Rental Services Agreement to the Purchasing Party, the Reseller or the End User and title shall remain vested with Zebra or Zebra's suppliers. **13.7** Notwithstanding the above, for shipments delivered to addresses within the EEA or Switzerland for which damages to Equipment and / or missing cartons of Equipment are noted at the time of receipt and notified to Zebra in accordance with Clause 13.8 below, Zebra will file a claim for the value of the damaged or missing Equipment to the carrier on the Reseller's behalf. Zebra's obligation will be to provide the Reseller with respective Product replacement and the parties agree that Zebra shall be entitled to keep any associated claim amount received by its insurance cover. **13.8** The Reseller will check all delivery documentation and will inspect all Equipment received and must notify Zebra in writing within twenty (20) days from receipt of the Equipment of any discrepancies from the Purchase Order. Any visible defects and damages to the Equipment received, and any missing quantity within a delivery lot will be notified in writing to Zebra within five (5) days following receipt of such Equipment. **13.9** In the event of the Reseller wrongfully failing to so take delivery of the Equipment, Zebra may, without prejudice to any other right or remedy available to it, either: (a) deliver the Equipment to the Reseller by carrier at the Reseller's sole cost and expense, including payment for carriage and insurance; (b) store the Equipment until successful delivery and charge the Reseller for the reasonable costs of storage (including any insurance costs and / or re-delivery / shipment); or (c) reallocate the Equipment as it decides in its absolute discretion and, at all times in the event of any such failure to accept the Equipment, all Equipment remaining Zebra's possession or a carrier's custody shall be at the Reseller's risk. **13.10** Without prejudice to the foregoing, Zebra will use commercially reasonable efforts to deliver the Equipment by the date indicated by Zebra in the order acknowledgement but scheduled delivery (ship) dates ("SSD") are approximate and time is not of the essence; Zebra will not be liable for any loss or damage due to its failure to meet an SSD. **13.11** The delivery may be made by partial shipments. Equipment may be delivered by Zebra in advance of any prior quoted SSD but not before the current Reseller request date ("CRD").

**14. RISK OF LOSS AND INSURANCE.** **14.1** The Reseller assumes any and all risk of loss or damage to the Equipment during the Rental Term. The Reseller agrees to keep the Equipment insured at its own expense against all risks of loss from any cause whatsoever, and such insurance shall cover not less than the replacement cost of the Equipment. **14.2** The Reseller shall carry commercial general liability insurance in an amount not less than \$2,000,000 total liability per occurrence with Zebra named loss payee and additional insured under such insurance policies. The Reseller shall provide to Zebra, at the following email address: [AssetManagement@zebra.com](mailto:AssetManagement@zebra.com), certificates of insurance evidencing insurance coverage throughout the (Initial) Rental Term. If the Reseller fails to provide Zebra with such evidence, then Zebra will have the right, but not the obligation, to purchase insurance protecting Zebra at the Reseller's expense.

**15. MAINTENANCE, DAMAGE AND LOSS.** **15.1** The Reseller shall ensure, at the Reseller's sole expense, that the Equipment is kept and maintained clean and in good working order and repair during the Rental Term. **15.2** In the event the Equipment is lost or damaged beyond repair, the Reseller shall pay to Zebra as replacement costs for the Equipment the amount equal to the then-current list price of such Equipment. Where the Reseller is the same as the Purchasing Party, the Reseller shall also remain responsible for payment of the full Rental Charges to Zebra. Nothing herein is meant to preclude Zebra's additional rights under a Rental Services Agreement.

- 16. ENCUMBRANCES AND TAXES.** **16.1** The Reseller shall ensure that the Equipment is kept free and clear of any liens or other encumbrances and shall not permit any act where Zebra's title or rights may be negatively affected. **16.2** The Reseller shall be responsible for complying with and conforming to and ensuring that the End User complies with and conforms to all laws and regulations relating to the possession, use or maintenance of the Equipment. **16.3** Furthermore, the Reseller shall promptly pay all taxes, fees, licenses, and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.
- 17. COMPLIANCE WITH LAWS.** **17.1** The Reseller agrees to comply with all relevant domestic and international laws, regulations and administrative requirements, including, without limitation, those governing trans-border sales, resales, shipments, transfers of products, export control, data privacy and data security, as further agreed by the Reseller in the Agreement. **WEEE Directive and Health & Safety:** **17.2** The Reseller shall, at its cost, comply, and ensure that the End User complies, with all applicable laws and regulations directly relating to the Equipment and specifically EU directive 2002/96/EC on Waste Electrical and Electronic Equipment (as amended, re-enacted or superseded from time to time) (the "**WEEE Directive**"), if and where applicable, in connection with its obligations under a Rental Services Agreement and in all matters relating hereto. **17.3** The Reseller shall comply with, and ensure that the End User complies with, all health and safety laws, including those relating to the safe storage, packaging and shipment of batteries relating to the Equipment. **Anti-Bribery and Corruption:** **17.4** Reseller acknowledges that Zebra is part of a group of companies headquartered in the United States and regional headquarters based in the United Kingdom. The Reseller will comply with all applicable laws and regulations regarding anti-bribery and anti-corruption, including: (a) the United States Foreign Corrupt Practices Act of 1977, as amended; and (b) the UK Bribery Act 2010 and any amendments thereto. **17.5** The Reseller will not offer, promise or give, directly or indirectly, any financial or other advantage to any government official, politician, political party, political official or candidate for political office ("**Official**") or any private person for the purposes of obtaining or retaining business or a business advantage. The Reseller covenants and warrants that neither it nor any of its owners, principles or employees is an Official in the territories in which it is incorporated or does business. **Export Controls:** **17.6** Reseller acknowledges its understanding that any Equipment, Software and technology including technical data (collectively the "**Supplied Items**") Reseller receives from Zebra, directly or indirectly and any use, export, re-export, re-sale, release or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the United States and that such export controls and trade sanctions may be extraterritorial. **17.7** Reseller represents, warrants and covenants that: (a) Reseller is not located in, under the control of, or a national or resident of any territory subject to comprehensive sanctions under applicable laws and regulations, and it will not transfer, export, or re-export, directly or indirectly, any Supplied Items to such territories or to any nationals thereof; (b) Reseller will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, and Reseller will not transfer, export, or re-export, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity; (c) Reseller will not transfer, export, or re-export any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the U.S. government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Reseller is not on any such restricted party list, nor under the control of an entity on any such list; (d) Reseller will not transfer, export or re-export, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a U.S. government or any other government, nuclear regulatory agency and/or defence regulatory agency, without the proper written government authorization, if applicable; and (e) Reseller acknowledges that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the U.S. or other nations and Reseller acknowledges that it will comply with all applicable export and compliance laws and regulations whenever it transfers, exports, or re-exports Supplied Items, including new products developed from or manufactured using Supplied Items, and acknowledges that such controlling laws and regulations may be amended from time to time. **17.8** With respect to the Reseller's transfer, export or re-export sales of the Supplied Items, Zebra shall not be responsible obtaining any necessary export or re-export licences relating to the Supplied Items. **Modern Slavery:** **17.9** The Reseller shall, and shall ensure that the End User also shall: (a) comply with all applicable laws in relation

to anti-slavery and human trafficking, including but not limited to the UK Modern Slavery Act 2015; (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; (c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 17.9; and (d) notify Zebra as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Rental Services Agreement. **17.10** The Reseller represents and warrants that it not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking. **Books, Records and Audits: 17.11** The Reseller undertakes to keep at its principal place of business the serial numbers of Equipment that form part of the Rental Services, the dates of delivery thereof and (where applicable) the names and addresses of End Users to whom they were sold (the “**Records**”) and the countries in which each End User is located, for the purposes of Product recall, safety changes, inspection, repairs under warranty, audit rights and any other related lawful purposes. **17.12** The Reseller undertakes to make available the Records for inspection by Zebra or a Zebra representative upon request in writing and for that purpose shall allow access to its premises where they are held. **17.13** During the (Initial) Rental Term of a Rental Services Agreement with Zebra and for one year thereafter, the Reseller shall maintain records, and a complete audit trail, of all transactions, actions and activities resulting from or in connection with the Rental Services Agreement Terms (“**Audit Information**”) and shall provide Zebra access to any such Audit Information upon request. **17.14** Upon prior written reasonable notice, Zebra representatives (which may include a Zebra internal auditor, and / or an independent certified public auditor selected by Zebra, and reasonably acceptable to the Reseller), may, during the (Initial) Rental Term, and for one year thereafter, have access at all reasonable times: (a) to any facility or part of a facility at which either Reseller is performing its obligations under a Rental Services Agreement; (b) to Reseller’s personnel; (c) to Reseller’s systems, policies and procedures relevant to a Rental Services Agreement; (d) to the data, Personal Data, records and books of the Reseller relating to the Rental Services Agreement for the purpose of performing audits and examinations of the Reseller to examine, review, test and verify Reseller’s compliance with the Rental Services Agreement; and (e) to Reseller’s books and records pertaining to such invoices to substantiate the Audit Information provided in connection with the Rental Services Agreement. **17.15** Such audits shall occur no more than twice yearly per category of Audit Information as specified above, unless otherwise required by law, or necessary based on Zebra’s reasonable concern with probable cause showing the Reseller’s non-compliance. The Reseller shall preserve such books and records for this purpose for a period of six (6) years from the reporting date (irrespective of the Rental Services Term).

- 18. ZEBRA’S REPRESENTATIONS.** Zebra represents that it has the right to rent the Equipment as provided in a Rental Services Agreement and that the Reseller shall be entitled to allow the End User named on the associated Rental Services Form for a specific Opportunity to quietly hold and possess the Equipment and (subject to Clause 7 (RECALL NOTICE)) Zebra will not interfere with that right as long as Zebra is paid the Rental Charges in a timely manner and all other obligations to Zebra under the Rental Services Agreement are performed.
- 19. SEVERABILITY.** **19.1** If any part or parts of the Rental Services Agreement Terms are held unenforceable for any reason, the remainder of the Rental Services Agreement Terms shall continue in full force and effect. **19.2** If any provision of the Rental Services Agreement Terms is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 20. LIMITATION OF LIABILITY.** **20.1** To the maximum extent permitted by law, Zebra will not be liable to Reseller, its Affiliates or any other person for: (a) any lost revenues, lost profits, loss of goodwill, loss of anticipated savings, lost business opportunities or lost use (whether direct or indirect); (b) the cost of substituted products or services; (c) business interruption; (d) any damage to or loss of any software programs, data or removable data storage media; (e) the restoration or reinstallation of any software programs or data; (f) any indirect, consequential, special, incidental or punitive damages of any kind however caused related to the Rental Services or the Rental Services Agreement; or (g) the inability for the End User to use the Equipment, whether arising under contract, tort (including strict liability and negligence), equity or any other theory of liability, even if Zebra has been advised of the possibility of those damages or even if those damages are foreseeable. **20.2** Insofar as permissible by law and save for any express

rights granted herein, Reseller's exclusive remedy is expressly limited to the performance of the Rental Services provided under the Rental Services Agreement or the fair market value thereof. **20.3** Without prejudice to Clauses 20.1, 20.2, 20.5 and 20.6, Zebra's entire liability for damages to the Reseller resulting from a Rental Services Agreement shall in no event exceed the annual Rental Charges paid by Reseller or the Purchasing Party (as the case may be), except for instances of death or personal injury or property damage due to Zebra's negligence. **20.4** Tangible personal property does not include, without limitation, data, records, or documents or any other recorded information. Such data, records, documents or other recorded information are not to be considered tangible property regardless of the medium, including electronic, they are stored. **20.5** Except as stated herein, Zebra disclaims all conditions and warranties with respect to the Rental Services, including all implied conditions or warranties of merchantability, fitness for a particular purpose or use or non-infringement. **20.6** Nothing in this Clause 20 seeks to exclude or limit any Party's liability for (a) death or personal injury cause by that Party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by applicable law.

- 21. ASSIGNMENT.** Neither a Rental Services Agreement nor the Reseller's rights hereunder are assignable except with Zebra's prior written consent.
- 22. BINDING EFFECT.** The covenants and conditions contained in a Rental Services Agreement shall apply to and bind the Parties and the legal representatives, successors in title and permitted assigns of the Parties.
- 23. DISPUTE RESOLUTION/GOVERNING LAW.** **23.1** The Rental Services Agreement Terms and each Rental Services Agreement shall be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of a Rental Services Agreement shall be governed by, the laws of England and Wales. **23.2** Subject to Clause 23.4 below, the Reseller irrevocably consents to the exclusive jurisdiction of the courts of England and Wales in connection with all actions arising out of or in connection with a specific Rental Services Agreement and waives any objections that venue is an inconvenient forum. **23.3** The Reseller further agrees that it will not initiate any action against Zebra in any other jurisdiction. **23.4** Nothing in this Clause 23 shall limit the right of Zebra to commence proceedings against the Purchasing Party and / or Reseller in any other court of competent jurisdiction, nor shall the commencement of proceedings in any one or more jurisdiction preclude the commencement of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. **23.5** The Reseller agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which the Reseller is resident or in which any property or an office of Reseller is located) by suit on the judgment or in any other manner provided by law. **23.6** The Parties will attempt to settle any claim or controversy arising out of a Rental Services Agreement through consultation and negotiation in good faith and in the spirit of mutual cooperation; provided, however that this does not preclude either Party from initiating a legal proceeding. **23.7** Agreement by the Parties to any alternative dispute resolution procedure will not be construed under the doctrines of laches, waiver, or estoppel to adversely affect the rights of either Party. **23.8** The Reseller's performance under a Rental Services Agreement will not be suspended during the pendency of any dispute. **23.9** Where Reseller is located in Russia, Ukraine or a CIS country, any dispute rising out of a Rental Services Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language used in the arbitral proceedings shall be English. **23.10** No claim arising out of a Rental Services Agreement may be brought by the Reseller more than two (2) years after the cause of action has arisen or been incurred. **23.11** The provisions of this Clause 23 (DISPUTE RESOLUTION/GOVERNING LAW) shall survive the termination or expiration of a Rental Services Agreement.
- 24. NOTICE.** Any notice required or otherwise given pursuant to a Rental Services Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service or sent by email to the address for notice listed on the Rental Services Form.
- 25. ENTIRE AGREEMENT.** **25.1** The Rental Services Agreement (including its Schedules) as supplementing the Rental Services Reseller Community Addendum and the Agreement, together with the Zebra accepted Rental Services Form, and the Zebra accepted purchase order (if applicable), constitute the entire agreement between the

Parties for a specific End User Opportunity and supersede any prior understanding or representation of any kind. **25.2** There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter hereof. **25.3** A Rental Services Agreement may be modified in writing and must be signed by both Zebra and the Reseller.

- 26. WAIVER.** **26.1** The failure of either Party to enforce any provisions of the Rental Services Agreement Terms shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of the Rental Services Agreement Terms. **26.2** The acceptance of Rental Charges by Zebra does not waive Zebra's right to enforce any provisions of the Rental Services Agreement Terms.
- 27. INDEMNIFICATION.** Except for damages, claims or losses due to Zebra's negligence and to the extent permitted by law, the Reseller shall indemnify and hold Zebra and Zebra's Affiliates harmless from any liabilities, losses, claims, injuries to or death of any person (including the employees of the Reseller/End User) or for damage to property arising from or in connection with: the End User's use and possession of the Equipment; the acts or omissions of any person or persons using or possessing the Equipment with the End User's express or implied consent; or any failure by the Reseller and/or the End User to comply with these Rental Services Terms.
- 28. DEFAULTS.** **28.1** If the Reseller fails to perform or fulfil any obligation under a specific Rental Services Agreement (including timely payment if applicable) they shall be in default of the specific Rental Services Agreement and shall have seven (7) days from the date of notice of default by Zebra to cure the default. **28.2** In the event the default is not cured, Zebra may, at Zebra's option: (a) cure such default and the cost of such action may be added to the respective Party's financial obligations under the Rental Services Agreement; or (b) declare the default and terminate the Rental Services Agreement. **28.3** If the Reseller (and / or the Purchasing Party where different from the Reseller) shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against it under the Bankruptcy Act or similar federal or state statute, Zebra may immediately declare a default and terminate the Rental Services Agreement. **28.4** In the event of a default, Zebra may, as permitted by law, re-take possession of the Equipment. **28.5** Zebra may, at its option, hold the Reseller liable for any difference between the Rental Charges that would have been payable under the Rental Services Agreement during the balance of the unexpired term and any amount paid by any successive End User if the Equipment is re-let, minus the cost and expenses of such reletting. **28.6** In the event Zebra is unable to re-let the Equipment during any remaining term of the Rental Services Agreement, after default, Zebra may, at its option, hold the Reseller liable for the balance of the unpaid Rental Charges under the Rental Services Agreement as if the Rental Services Agreement had continued in force.
- 29. FORCE MAJEURE.** Zebra shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labour disputes, epidemic, pandemic, failures of transportation, fire or flood or other casualty, failures of subcontractors or suppliers or any other cause or causes (whether or not similar in nature to any of those herein specified) that are beyond Zebra's reasonable control.

## **Schedule A - License Agreement (Restricted Software)**

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