

ZEBRA SDK END USER LICENSE AGREEMENT

BY INSTALLING AND/OR USING THIS PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, ZEBRA IS NOT WILLING TO LICENSE THE PRODUCT TO YOU, AND YOU MUST NOT USE OR INSTALL THIS PRODUCT.

Definitions. In this Agreement, the word "Software" refers to the set of instructions for computers, in executable and/or source code form and in any media licensed to you. The word "Documentation" refers to electronic or printed manuals and accompanying instructional aids licensed to you. The word "Product(s)" refers to the specific combination of Software and Documentation that you have licensed and which has been provided to you under the terms of this Agreement.

Grant of License. Zebra Technologies International, LLC ("Zebra") grants you ("Licensee" or "you") a personal, nonexclusive, nontransferable, nonassignable, nonsublicenseable, no cost license to use the Product(s) subject to the terms and conditions of this Agreement. Only your employees or subcontractors may use the Products. You shall take all necessary steps to insure that your employees and subcontractors abide by the terms of this Agreement. You shall use the Products only for your internal business purposes, exclusively to support Zebra's devices, including the right to (i) use, modify, and incorporate all or portions of the sample source code (the "Sample Code"), runtime library files, and/or documentation files (the "Documentation") that may be included in the unmodified Products into Licensee's own programs (the "User Programs") to support Zebra's devices exclusively, provided that no license is granted herein under any patents that may be infringed by Licensee's modifications, derivative works or by other works in which any portion of the Products may be incorporated; (ii) distribute the Sample Code in object code format only as substantially modified or only as part of the User Programs to support Zebra's devices exclusively; and (iii) distribute the runtime library files in their original form to support Zebra's devices exclusively. Any use of the Products outside of the conditions set forth herein is strictly prohibited and will be deemed a breach of this Agreement resulting in immediate termination of your License. In the event of a breach of this Agreement, Zebra will be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all Products unless Licensee is a Federal agency of the United States Government).

You shall not distribute, sublicense, rent, loan, lease, export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the unmodified Products under this Agreement. You shall not, and shall not permit others to: (i) combine the Products including any Sample Code, in whole or in part, with any Open Source Software as defined below; (ii) remove any proprietary notices, marks, labels, or logos from the Products; (iii) rent or transfer all or some of the Products to any other party without Zebra's prior written consent; or (iv) utilize any computer software or hardware which is designed to defeat any copy protection device, should the Products be equipped with such a protection device.

Title to all copies of Products will not pass to Licensee at any time and remains vested exclusively with Zebra. All intellectual property developed, originated, or prepared by Zebra in connection with the Products remain vested exclusively with Zebra, and this Agreement does not grant to Licensee any intellectual property rights.

Portions of the Products are protected by United States patent and copyright laws, international treaty provisions, and other applicable laws. Therefore, you must treat the Products like any other copyrighted material (e.g., a book or musical recording) except that you may make one copy of the Product solely for back-up purposes. Unauthorized duplication of the Products constitutes copyright infringement, and in the United States is punishable in federal court by fine and imprisonment.

Disclaimer. ZEBRA MAKES, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. ZEBRA SPECIFICALLY DISCLAIMS ANY WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE PROVIDED "AS IS." ZEBRA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. ZEBRA MAKES NO WARRANTY WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE PRODUCTS. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation of Liability. THE TOTAL LIABILITY OF ZEBRA UNDER THIS AGREEMENT FOR DAMAGES SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE PRODUCTS LICENSED UNDER THIS AGREEMENT. IN NO EVENT WILL ZEBRA BE LIABLE IN ANY WAY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not permit limitations of liability for incidental or consequential damages, so the above exclusions may not apply to you. This Limitation of Liability provision survives the termination of this Agreement and applies notwithstanding any contrary provision in this Agreement. Licensee must bring any action under this Agreement within one (1) year after the cause of action arises.

Maintenance. Unless provided for in a separate agreement, Zebra shall not be responsible for maintenance or field service of the Products.

Indemnification. Licensee agrees to defend, indemnify, and hold harmless Licensor and its officers, directors, employees, and successors and assigns against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred by Licensor (including but not limited to costs of defense, investigation, and reasonable attorney's fees) arising out of, resulting from, or related to failure to comply with the terms of this Agreement, including but not limited to (1) the clauses directed to combining the Products with Open Source software, (2) unauthorized use or disclosure of Products, and (3) use of Products in combination with software, hardware, systems, or other items not provided by Licensor.

U.S. Government. If you are acquiring the Products on behalf of any unit or agency of the U.S. Government, the following shall apply. Use, duplication, or disclosure of the Products is subject to the restrictions set forth in subparagraphs (c) (1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of the Products is subject to the restricted rights set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Products may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to you under the aforementioned provisions of the FAR and DFARS, as applicable to the particular procuring agency and procurement transaction.

Governing Law. This Agreement shall be governed by the laws of the United States of America to the extent that they apply and otherwise by the laws of the State of Illinois without regard to its conflict of laws provisions.

Compliance with Laws. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Zebra and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision will be a material breach of this Agreement, permitting immediate termination by Zebra.

Third Party Software. The Products may contain one or more items of Third-Party Software. The terms of this Agreement govern your use of any Third-Party Software UNLESS A SEPARATE THIRD-PARTY SOFTWARE LICENSE IS INCLUDED, IN WHICH CASE YOUR USE OF THE THIRD-PARTY SOFTWARE WILL THEN BE GOVERNED BY THE SEPARATE THIRD-PARTY LICENSE.

Open Source Software. The Products may contain one or more items of Open Source Software. Open Source Software is software covered by a publicly available license governed solely under Copyright law, whereas the complete terms and obligations of such license attach to a licensee solely through the act of copying, using and/or distribution of the licensed software, such obligations often include one or more of attribution obligations, distribution obligations, copyleft obligations, and intellectual property encumbrances. The use of any Open Source Software is subject to the terms and conditions of this Agreement as well as the terms and conditions of the corresponding license of each Open Source Software package. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software license, the applicable Open Source Software license will take precedence. Copies of the licenses for the included Open Source Software, if any, as well as their attributions, acknowledgements, and software information details, are provided in the electronic copy of this Agreement, which is available in the Legal Notices or README file associated with the Product. Zebra is required to reproduce the software licenses, acknowledgments and copyright notices as provided by the authors and owners, thus, all such information is provided in its native language form, without modification or translation. Depending on the license terms of the specific Open Source Software, source code may not be provided. Please reference and review the entire Open Source Software information to identify which Open Source Software packages have source code provided or available. For instructions on how to obtain a copy of any source code made publicly available by Zebra related to Open Source Software distributed by Zebra, you may send your request (including the Zebra Product name and version, along with the Open Source Software specifics) in writing to: Zebra Technologies Corporation, Legal Department, One Motorola Plaza, Holtsville, NY 11742 USA.

ZEBRA, ZEBRA TECHNOLOGIES, and the Zebra Logo are trademarks or registered trademarks of Zebra Technologies International, LLC, © 2015 Zebra Technologies International, LLC. All Rights Reserved.