



ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
On-Site Coverage

A. Term & Term Renewal

The terms of this Agreement shall be for the contract term stated. Thereafter, at Customer's written request and subject to the then acceptance of Zebra Technologies International, LLC ("Zebra") at its sole discretion, this Agreement may be renewed for an additional one (1) year period at Zebra's then applicable rates as quoted to the Customer to be paid at the time of any such renewal. In the event of such renewal, Customer, at Zebra's request, agrees to execute Zebra's then applicable form of this Agreement.

B. Services Provided by Zebra

1. Zebra will provide onsite maintenance service availability during its normal business hours, 8:00 am. to 5:00 pm. Customer's local time, Monday through Friday, excepting holidays observed by Zebra, at Customer's facilities with regard to each unit of equipment specified herein. Services provided outside of normal business hours, where specifically requested by the customer, shall be performed at then current applicable time and material rates, including travel on a per incident basis for said service.
2. Onsite maintenance service shall include required repair, if any, of the nonfunctioning equipment and any such preventative maintenance and adjustments as Zebra shall deem necessary.
3. Zebra shall use its best efforts to provide a response time during business hours in accordance with the service level selected. Where standard onsite service is selected, response time shall be within 48 hours of service request. Where **Onsite Advantage** – Next Business Day is selected, response time shall be within 24 hours of service request. Where **Advantage Plus - Same Day** is selected, response time shall be within 4 hours of service request provided that Zebra receives the service request prior to 1:30 pm End User's local time; if Zebra receives the service request after 1:30 pm End User's local time, Zebra will provide onsite service before noon End User's local time on the next business day.
4. Repairs not covered as a result of the exclusions set forth in this Agreement will be made subject to then current Zebra time and material or fixed rates applicable to such unit of equipment and shall be pre-approved by Customer before being performed.
5. Services under this Agreement specifically exclude, without limitation, printhead and battery replacement, unless battery or printhead replacement coverage is selected by Customer. Printheads and batteries will be replaced and charged to the Customer according to the current Zebra parts list rates or as stated on the face of this Agreement.

C. Comprehensive Coverage

Customers who select comprehensive coverage will be entitled to repair of non-cosmetic damage affecting the operation of the unit, with the exception of units where the damage is considered to be beyond economical repair as reasonably determined by Zebra. Such service will include replacement of failed printheads and repair of equipment that is damaged due to accident, misuse, or abuse. All other exclusions from coverage set forth in this Agreement will continue to apply.

D. Payment

Zebra shall invoice the Customer for amounts due hereunder. All amounts due shall be paid on or before 30 days from the date of Zebra's invoice. Amounts that are not paid when due shall be subject to a late payment charge of 1.5% per month until paid.



E. Additional Exclusions

Unless covered under the Comprehensive Coverage program, services provided by Zebra under this Agreement do not include repairs, testing or replacement of equipment or parts caused by:

1. Unauthorized tampering/modification of the equipment.
2. Use of the equipment for other than the use for which designed.
3. Accident, misuse, abuse, neglect or disaster, including but not limited to, fire or flood.
4. Parts, cables, computers and/or accessories external to the equipment.
5. Shipping damage.
6. To the extent that the use of non-Genuine supplies (media and/or ribbons), printheads, or batteries shall have caused any defect in the printer for which a claim is made, any claim for service under this Agreement shall be null and void and the user shall be responsible for Zebra's then current charges for labor and materials to repair such defect.

F. Service Requests

Customers will initiate service requests through the internet by logging onto onsite.zebra.com or by calling 866.435.8079. Prior to initiating a service request to Zebra Customer shall:

1. Have available the serial number and/or contract number as assigned by Zebra. A call back will be initiated within the selected response time to assist in troubleshooting and to schedule the onsite service.
2. Customer will be responsible for providing reasonable and safe access to the printer requiring service. Zebra reserves the right to terminate or refuse onsite services when in Zebra's opinion, conditions at the Customer site(s) represent a safety or health hazard to Zebra's representatives
3. If Zebra determines that the equipment for which service was requested is not defective and Customer did not make reasonable effort to determine the nature of failure before the onsite service visit, Customer shall pay the then applicable minimum service charge and transportation.

G. Disclaimer and Limitation of Liability

1. Zebra's sole obligation under this Agreement shall be to use its best efforts to repair, subject to the terms of this Agreement, any unit of defective equipment specified herein.
2. Units of equipment determined by Zebra to be non-repairable will be returned to Customer (unless Customer elects to abandon such item of equipment at Zebra's premises), surface transportation prepaid by Zebra, and that specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed
3. Zebra shall not under any circumstances whatsoever be liable to Customer or any other party for lost profits, diminution of goodwill or any other special or consequential damages whatsoever with respect to any claim hereunder. In addition, Zebra's liability for service claims shall not, in any event, exceed the amount paid by Customer pursuant to this Agreement for the then current applicable term, nor shall Zebra



ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
On-Site Coverage

be liable for delays in replacement or repair of equipment hereunder caused by matters beyond its reasonable control.

H. Assignment

Customer shall have the right to assign its rights under this Agreement to any purchaser of the equipment herein described. Any such assignment shall be in writing and an executed copy thereof shall be delivered to Zebra by Customer.

I. General

1. Zebra shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by Customer in any payment required to be made hereunder. Customer shall not be entitled to any refund or credit in either such event. Customer shall have the right to terminate this Agreement only in the event of any material default by Zebra, in which event Zebra's sole liability to Customer shall be to refund to Customer a pro rata portion of the amount paid by Customer for the unexpired then applicable term of this Agreement.
2. Zebra shall have the right to modify these terms and conditions to be effective during any extension period subsequent to the then applicable Agreement term and Customer agrees that such modifications, if any, shall be applicable to any extension period. The Customer represents that it is the owner of the equipment covered under this Agreement. Any Zebra services provided outside the scope of this Agreement will be furnished at Zebra's then applicable time and material or fixed rates then in effect.
3. Printers that have been approved for inclusion into this Service Agreement via the "Service Agreement Self-Inspection" form may be subject to a 30-day exclusion from coverage under this Agreement at the sole discretion of Zebra. Zebra will accept printers under this Agreement "sight unseen" if they are less than one year old or if coming off an existing contract. Printers which are more than one year old which are tendered for repair within 30 days after the acceptance of this Agreement by Zebra will be subject to a standard service check, along with any charges for labor and parts at Zebra's then current rates to return the printer to factory standards.
4. This Agreement shall be deemed to be made in Illinois and shall be governed by the laws of the State of Illinois. Customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, may be litigated in the state or federal courts located in Cook County, Illinois, and Customer hereby submits to the jurisdiction on such courts. Claims against Zebra under this Agreement shall only be litigated in the state or federal courts located in Cook County, Illinois.
5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, communications, discussions and correspondence concerning the subject matter hereof.

J. Cancellation Policy

Customer may cancel this Agreement by written notice to Zebra for a full refund within thirty (30) days after Zebra's receipt of Customer's purchase order or before first service request has been initiated by the Customer..