
End User License Agreement



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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

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