



****SERVICE TERMS AND CONDITIONS****

****CUSTOMER'S PAYMENT OF APPLICABLE SERVICE FEES/CHARGES AND/OR SUBMITTAL OF ITS PRODUCT(S) TO HONEYWELL FOR SERVICE SIGNIFIES ITS ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS****

These Terms and Conditions and any Honeywell-generated Service acknowledgement or confirmation constitute a binding agreement ("Agreement") between Hand Held Products Europe B.V. incorporated and registered in the Netherlands with company number 217803 whose registered office is at Nijverheidsweg 9-13, 5627 BT, EINDHOVEN, the Netherlands, acting through its Scanning and Mobility line of business ("Honeywell") and Customer which applies to any and all product-related services performed by Honeywell ("Services") for Customer's covered product(s) (the "Product" or "Products") for which Customer has purchased Comprehensive Coverage or Extended Warranty, whether such Services are described in a Statement of Work ("SOW") or otherwise. This agreement does not cover minor accessories included with the product, such as cables, or wearable or field replaceable portions of the product, unless otherwise stated when purchased. If Customer and Honeywell have signed a separate agreement for Comprehensive Coverage or Extended Warranty, then the terms of that agreement will supersede these Terms and Conditions and govern the Services. **THESE TERMS AND CONDITIONS PROVIDE THE FUNDAMENTAL BASIS FOR HONEYWELL'S PERFORMANCE OF SERVICES. PROVISIONS IN ANY CUSTOMER-RELATED WEBSITE, DOCUMENT, TRANSMITTAL OR COMMUNICATION THAT CONFLICT WITH, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS ARE HEREBY REJECTED BY HONEYWELL AND OF NO LEGAL EFFECT, REGARDLESS OF THE TIME OF TRANSMITTAL.**

1. Service. (i) All Services will be performed Monday through Friday, 8:30 a.m. - 5:00 p.m. Local time based on Service Center location, excluding applicable holidays. If Customer requests Honeywell Services outside such time, Service charges for overtime and additional expenses will be billed to and pre-paid by Customer. Services are limited to attempting to restore the Products to working condition. Customer will promptly notify Honeywell of any malfunction in the Products covered under this Agreement. Honeywell is not obligated to provide Services that result in a significant betterment or capital improvement to the Products hereunder. Honeywell reserves the right to discontinue or refuse to perform any Services, in its sole and commercially reasonable discretion, including, but not limited to, beyond economical repairs and repetitive abuse. Product servicing shall not serve to extend the term of the Product warranty or Extended Warranty, as the case may be. Honeywell may provide the Services at Honeywell owned Service Centers or Honeywell Authorized Service Centers at Honeywell's discretion.

(ii) Levels of Service

a) **Comprehensive Coverage** (i.e., "Service Made Simple" or "SMS" or "Service Pass Complete" or "QualityPass"): Comprehensive Coverage is Honeywell's most comprehensive service plan. Comprehensive Coverage covers Product damages that in Honeywell's sole opinion do not result from intentional or malicious acts or omissions; attempted Product service or repair or Product disassembly, alteration or modification by Customer or unauthorized third party; natural or man-made disasters (including without limitation fire, theft, water damage and floods) that would cause internal and external component damage or destruction; software or hardware components not manufactured and installed by Honeywell; or use of the Product outside of its operational and environmental specifications. If Honeywell determines that the foregoing damages exist, Honeywell may offer other Repair Services for an additional charge. If Honeywell finds that the returned goods are in good working order or are defective due to a non-Honeywell software defect, Honeywell reserves the right to charge a diagnostic/administration and return fee and if such fee is not paid by Customer, Honeywell reserves the right to retain and destroy the goods. However, Honeywell shall waive the diagnostic/administration and return fee provided that no more than 10% of the total number of goods returned in any contract year are found to be in good working order or defective due to a software application defect.

b) **Extended Warranty Coverage:** Honeywell's Extended Warranty serves to extend the duration of the existing warranty by twelve months (unless otherwise set forth in a Honeywell-approved purchase order or by separate written agreement by the parties) and is subject to Customer's prepayment of a non-refundable Extended Warranty Fee. Honeywell's Product warranties are as set forth in the applicable Product documentation. Honeywell's obligation under this warranty is limited to servicing Product damages that in Honeywell's sole opinion do not result from misuse; abuse; neglect (including without limitation failure to follow proper maintenance service and cleaning schedules); intentional, reckless or malicious acts or omissions; use of the Product outside of its operational and environmental specifications; attempted Product service or repair or Product disassembly, alteration or modification by Customer or unauthorized third party; accident; natural or man-made disasters (including without limitation fire, theft, water damage and floods) that would cause internal and external component damage or destruction; software, software components or hardware components not manufactured and installed by Honeywell; improper shipping or handling; improper installation; static electricity or electro-static discharge; excessive voltage or current supplied to or drawn from interface connections; or Product design or manufacture pursuant to plans or instructions supplied to Honeywell by or for Customer.

c) **Comprehensive Coverage Add-ons.** Honeywell may make certain additional comprehensive service options available to Customer for a fee. Such Add-on services, if available, will be subject to these Terms and Conditions and the Terms set forth in Exhibit 1 along with additional service-specific terms and conditions that may be provided at the time such Extra Service is purchased by Customer. Current Add-ons which may be available to Customer are set forth on Exhibit 1, which may be modified from time to time in Honeywell's sole discretion.

2. Service Fees & Payment. Comprehensive Coverage and Extra Service, if any, is subject to Customer's prepayment of non-refundable Service Fees. Honeywell shall not be obligated to perform Comprehensive Coverage and Extra Services if applicable Service Fees and charges are not timely paid, and Honeywell has the right to suspend Services until its receipt of the applicable Service Fees and other Service Charges and amounts due to Honeywell. Honeywell's suspension of Services shall not extend the Term of Comprehensive Coverage or the Term of Extra Service, as the case may be. If Customer wishes to receive Comprehensive Coverage Services, or Extra Service if available to Customer, Fees will be charged in accordance with the applicable prices published by Honeywell from time to time. Service Fees and charges are non-refundable. Customer shall pay invoiced amounts for Honeywell's receipt thirty days after invoice. Customer shall pay interest on demand on all

unpaid amounts at the highest rate allowed by law, as well as all costs, disbursements, fees and attorneys fees associated with collection. Customer shall pay any and all sales, use, excise, value added and other similar taxes assessed by any governmental authority in connection with Services provided to Customer as well as any new or increased taxes or governmental charges upon labor or Services, or the production, shipment, sale, installation, or use of equipment, parts or software in connection with the Services which may be hereafter effective. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

3. Delivery and Return of Products. Customer shall send Products requiring service to Honeywell in accordance with Honeywell's directives and shall be responsible for all actions and costs related to delivery of its Product(s) to Honeywell. Customer shall be solely responsible for providing adequate insurance for its Products and Customer shall bear the risk of loss for its Product(s), whether located at Honeywell or in transit to or from Honeywell.

4. Confidential Information. For a period of five (5) years from the date of disclosure, each party agrees not to disclose to third parties or employees without a need to know, information received from the other party, which has been identified in writing as proprietary or confidential (collectively, "Confidential Information"). Confidential information shall not include any information which (i) was rightfully in recipient's possession prior to disclosure; (ii) is or becomes public knowledge through no fault of the recipient or recipient's employees; (iii) is rightfully received by recipient from a third party without restriction and without knowledge of any obligation of confidentiality between the third party and the discloser; (iv) is independently developed by recipient without reliance on the confidential information (by personnel to whom the confidential information was not disclosed); (v) is disclosed under operation of law; or (vi) is disclosed by recipient with discloser's prior written approval.

5. Limited Service Warranty and Liability. Honeywell warrants that the Services shall be performed in a good and workmanlike manner and upon shipment of the Product to Customer, any material included in the Services shall be free from defects under normal and proper use. Honeywell reserves the right to use new or refurbished parts and products in connection with the Services. Honeywell's liability under this Service warranty is limited to Products returned as directed by Honeywell, transportation prepaid, to Honeywell's designated Service facility within ninety (90) days after Service, and found by Honeywell to have failed to function solely because of Honeywell's defective workmanship or Honeywell's installation of defective materials during the applicable Service. Honeywell's Service warranty is limited to repairing and returning said Products using new or refurbished parts and/or products. The Service warranty may be voided for Products which have been: set up, operated and/or installed contrary to Honeywell's product documentation; subjected to misuse, abuse, neglect (including without limitation failure to follow proper maintenance service and cleaning schedules), or intentional, reckless or malicious acts or omissions; used in a manner or for a purpose for which it was not designed, including without limitation use of the Product outside of its operational and environmental specifications; subjected to attempted or completed Product service, repair, disassembly, alteration or modification by Customer or unauthorized third party; subjected to accident or natural or man-made disasters (including without limitation fire, theft, water damage and floods) that would cause internal and external component damage or destruction; subjected to improper shipping or handling, improper installation, static electricity or electro-static discharge, or excessive voltage or current supplied to or drawn from interface connections.

THE FOREGOING WARRANTY IS MADE AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, HONEYWELL'S SOLE RESPONSIBILITY AND CUSTOMER'S SOLE REMEDY UNDER THIS SERVICE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT WITH NEW OR REFURBISHED PARTS OR PRODUCTS, AT HONEYWELL'S OPTION. ALL OTHER REMEDIES ARE DISCLAIMED, AND CUSTOMER HEREBY RELEASES HONEYWELL FROM ANY OBLIGATION OTHER THAN SAID REPAIR OR REPLACEMENT.

HONEYWELL SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION ANY AND ALL DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, DATA, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH, SERVICES PROVIDED HEREUNDER, EVEN IF HONEYWELL HAS BEEN APPRISED OF THE LIKELIHOOD OF, OR IS OTHERWISE AWARE OF, THE POSSIBILITY OF SUCH DAMAGES OCCURRING. THE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL IN NO CASE EXCEED THE SERVICE FEES PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE TO WHICH THE CLAIM RELATES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. THIS AGREEMENT IS NOT AN INSURANCE POLICY AND SHALL NOT BE CONSIDERED AS A WARRANTY FOR UNINTERRUPTED SERVICE. THE LIMITATIONS CONTAINED IN THIS SECTION ENTITLED "LIMITED SERVICE WARRANTY AND LIABILITY" ARE A FUNDAMENTAL PART OF HONEYWELL'S BARGAIN HEREUNDER, AND HONEYWELL WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

6. Term and Termination of Comprehensive Coverage. The Term of Comprehensive Coverage is twelve months, unless otherwise agreed by the parties pursuant to a fully executed agreement for Comprehensive Coverage. Comprehensive Coverage may be terminated by Honeywell for convenience upon thirty days advance written notice (including, but not limited to consistent misbehaving with sending No Failure Found devices or consistently abused products). Either party may terminate Comprehensive Coverage upon written notice at any time upon or after: (i) the filing by the other party under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof of a petition in bankruptcy or insolvency involving naming the other party; or (ii) the filing by the other party of any petition or answer seeking reorganization, readjustment, or arrangement of the business of the other party under any law relating to bankruptcy or insolvency; or (iii) the appointment of a receiver for all or substantially all the property of the other party; or (iv) the making by the other party of any assignment or attempted assignment for the benefit of creditors; or (v) the institution of any proceedings for the liquidation or winding up of the other party's business or for the termination of its corporate charter. In the event of termination of this Agreement for convenience by Honeywell, if Customer is in compliance with its obligations under this Agreement, Honeywell shall return to Customer the unused portion of any pre-paid Comprehensive Coverage Fees, minus any amounts due and owing to Honeywell.

7. **Relationship Between Parties.** Nothing contained herein shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent or other representative of the other party hereto.

8. **Force Majeure.** Except for payment obligations, any delays in or failure of performance by a party shall not constitute default hereunder if such delays or failures of performance are due to a Force Majeure event. Force Majeure is an event beyond the reasonable control of the non-performing party and may include without limitation: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) any other acts of any government that would limit a party's ability to perform the Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crisis', (e) labor strikes or lockouts, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (g) shortages or inability to obtain materials or components, (h) expropriation or confiscation of facilities. Except for payment obligations, if a Force Majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing, provided however that the delayed party's obligation to perform is subject to termination by either party for Force Majeure-caused delays in excess of forty-five days.

9. **Severability.** In the event that any of the provisions of this Agreement or portions thereof are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions or interpretations thereof, shall not be affected thereby.

10. **Headings.** The headings of this Agreement are for convenience of reference only and shall not limit, or be used as an aid in construing, the provisions of this Agreement.

11. **Entire Agreement.** This Agreement sets forth the full and complete understanding of the parties with respect to the Services to be performed by Honeywell for Customer and supersedes all previous understandings, written or oral, which may have existed relating to the Services to be performed by Honeywell.

12. **Assignment.** Customer shall not assign this Agreement or its obligations hereunder without Honeywell's express written consent in each instance. Any purported assignment in violation of this Section shall be void.

13. **Notices.** All notices pursuant to this Agreement shall be in writing and delivered in person, mailed (by certified mail, return receipt requested) to the other party at that party's address set forth on the attached Confirmation or such other address as either party hereto may, by similar notice, furnish to the other, or, for notices and correspondence of a non-legal nature, telefaxed with proof of receipt.

14. **Choice of Law; Venue.** This Agreement shall be deemed to be executed in the Netherlands and shall be interpreted and enforced according to Dutch law. Venue for any and all controversies in connection with this Agreement shall be in the courts of Amsterdam, the Netherlands, and any controversies arising out of the Agreement shall be decided only in such courts. Customer hereby submits to the jurisdiction of such courts for any actions or proceedings in connection with this Agreement. No action in connection with this Agreement shall be brought by Customer more than two (2) years after the cause of action arose.

15. **Survival.** The provisions of this Agreement that by their nature continue, including, but not limited to the warranty, limitation of liability, and confidentiality obligations set forth in this Agreement, shall survive any expiration, cancellation or termination of this Agreement.

16. **Language.** This Agreement is prepared and executed in the English language, and all amendments, notices, correspondence and other documentation provided by or on behalf of each of the parties to the other shall be in the English language only. The English language shall be controlling in all respects. Any translations of this Agreement or any amendments, notices, correspondence and other documentation into any other language are for reference only and shall have no legal or other effect.

17. **Modification.** These Terms and Conditions and any applicable SOW may be modified or supplemented only by a separate written agreement that refers to this Agreement and/or SOW and is signed in hand by duly authorized representatives of both parties. No modification or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the parties unless agreed to in writing and signed in hand by both parties. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision or provide the parties with the obligations and benefits of the bargain originally set forth hereunder.

18. **Compliance.** All Products and technology hereunder are subject to U.S. and European Union export jurisdiction. Customer shall comply with all applicable national and international laws, rules, mandates, executive orders, regulations, ordinances, proclamations, demands and requisitions of applicable governments, or of any international, federal, state or local governmental authority which may now or hereafter apply in connection with this Agreement or any Products serviced hereunder, including without limitation the European Union directives on WEEE (2002/96/EC) and RoHS (2002/95/EC) dated January 27, 2003.

19. **Trademarks.** Neither party shall acquire any right under this Agreement to use, and shall not use, any trademark of the other in any advertising, publicity or promotion or other disclosures, or in any manner or for any purpose whatsoever. The provisions of this Section shall survive completion of the Services.