



## GUIDELINES

- Only valid corporate email address
- This offer is not valid for Zebra Technologies resellers, partners and distributors
- Offer valid in the USA and Canada
- Recipient must have a wireless project planned and budgeted in the next 12 months, with ten (10) or more APs
- AP for evaluation purposes only and which must be returned following the evaluation period
- These evaluation APs are intended for testing purposes only and the value of the AP cannot be used as a discount on any future orders
- Limit one free / evaluation AP per company or franchise
- The first contact representative to meet eligibility from a company will receive the free / evaluation AP
- Eligibility will be confirmed by a Zebra representative before shipments are authorized
- Offers valid while stocks last
- Seller reserves the right to modify, withdraw or cancel this program (in whole or in part) at any time and/or in any geography for any reason or for no reason, without prior notice
- Any requests that do not comply with the terms of this program will be rejected. The program is subject to all local laws and regulations
- Try & Buy for 90 days

## TRY AND BUY AGREEMENT

This TRY AND BUY AGREEMENT (the “Agreement”), is made as of the Effective Date, by and between Symbol Technologies LLC (“Seller”), at One Zebra Plaza, Holtsville, NY 11742, a subsidiary of Zebra Technologies Corporation, and the company that filled out the Application and was approved by Seller to participate in this program (“Customer”; “Buyer”), whose principal place of business is as provided to Seller in the Application. The Customer has requested the supply by Seller of the Hardware and Software products specified below (“Products”) that Seller is prepared to supply, subject to Customer entering into this Agreement and performing and observing the obligations as stated in this Agreement. The parties agree as follows:

**BY CLICKING THE “SUBMIT” BUTTON, CUSTOMER INDICATES ITS AGREEMENT TO THE TRY AND BUY AGREEMENT. IF CUSTOMER IS NOT WILLING TO BE BOUND BY THE TERM OF THE TRY AND BUY AGREEMENT, PLEASE SELECT THE “CANCEL” BUTTON.**

1. **Products/Price.** The Products and prices are as follows:

Product Type	Quantity	Price Per Unit
AP7532	1	\$795
AZARA demo account	1	90-day free trial

2. **Shipping/Risk of Loss.**

2.1 Customer confirms that all the information provided to Seller as part of Customer’s application to participate in this program is complete, accurate and true.

2.2 Seller agrees to supply these Products to the Customer address as specified above or to another address as Seller and Customer agree in writing. Shipping costs (including insurance) in both directions will be borne by Seller.

2.3 The risk of loss in the Products passes to Customer upon delivery to Customer. No title to the Products will pass.

3. **NO WARRANTIES BY SELLER.** SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCT’S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, it being agreed that all such risks are, as between Seller and Customer, to be borne by Customer.

Zebra’s Global Consolidated Limited Warranty (“Hardware Warranty”) will apply during the Trial Period. In the event Customer purchases during, or at the end of the Trial Period, a 12-months license and support agreement for the Software (the “Conditions”) Customer will enjoy the Zebra’s limited lifetime warranty for the Hardware the details of which are posted on <https://www.zebra.com/us/en/support-downloads/warranty/product-warranty.html>.

4. **Obligations of Customer.** The Customer agrees to the following:

4.1 Upon Zebra or its designee’s notification to Customer that the Conditions have not been met, to return the Hardware in proper order, repair and condition by no later than ninety (90) days from the date Customer receives the Hardware (the “Trial Period”).

4.2 If the Products are not returned to Seller when due or are returned and are found by Seller not to be in proper order, repair and condition, Seller may invoice Customer for the Hardware.

5. **Miscellaneous.**

5.1 This Agreement contains the entire agreement between the parties as to the subject matter hereof. Any representation, promise or condition not stated in this Agreement shall not be binding upon either party.

5.2 If any term or provision of this Agreement or the application thereof to any person is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such provision to a person other than one to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.3 No waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.

5.4 Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

5.5 Any modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

5.6 This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. All paragraph headings and captions used herein are for convenience only and shall not be part of the text, or affect the meaning of this Agreement.

5.7 This Agreement is personal in nature. Customer shall not assign or otherwise transfer any of its rights or delegate any of its duties under this Agreement without the express consent of Seller.

5.8 This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof and excluding the Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably and unconditionally submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, in the

County of Suffolk, New York, and to the United States District Court for the Eastern District of New York, and to the respective appellate courts thereof in connection with any appeal therefrom.

5.9 All notices shall be in writing and shall be delivered in person by a nationally recognized courier, providing proof of service, or sent by registered or certified mail, postage and fees prepaid, return receipt requested, to the address of the other party as set forth herein or to such other address as such party shall have designated by proper notice and sent to Customer, Attn: Law Department, and Seller, Attn: Account Manager, cc: Law Dept., MSA6, at the above address.

6. **Limitation of Liability.** Under no circumstances will Seller be liable to Customer for incidental, consequential, special, punitive or exemplary damages of any kind, including lost profits, loss of business, or other economic damage, as a result of breach of any term of this Agreement. ADDITIONALLY, SELLER'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY THE CUSTOMER DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PURCHASE OF THE PRODUCT OR THE SERVICE AFFECTED, EXCEPT IN INSTANCES OF BODILY INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.

Intending to be legally bound, Customer has electronically accepted this Agreement to take effect as of the date of such acceptance (the "Effective Date").