

Version: 23

Effective Dates: July 1, 2026 – March 31, 2027

Program Overview and Participation

The Kodak Alaris Distributor Partner Program (KA01) is for distributors in the United States and Canada. You may participate only while you have at least one active **Distributor Agreement** with Kodak Alaris.

These Terms and Conditions apply if you are an authorized value-added distributor (VAD) of Kodak Alaris products or services in the U.S. or Canada and you participate in the Kodak Alaris Partner Program.

Terminology

- *"Distributor Agreements"* = your current product and/or service distribution contracts with Kodak Alaris.
- *"Program"* = the Kodak Alaris Partner Program (General Terms and Conditions plus these Additional Terms).
- *"Reseller"* = a value-added reseller that buys from a VAD and resells to end users.
- VAD *"Purchase Price"* = Kodak Alaris's published Discount Price in effect when you purchase.
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General Terms

1. Kodak Alaris decides which sales qualify and resolves program disputes. Decisions are final. If an order is canceled or returned, any related rebate will be charged back.
2. How rebates are paid or reimbursed is described in each section below.
3. Kodak Alaris may audit any rebate claim.
4. U.S. distributors must sell to U.S.-based resellers in the U.S. for use in the U.S. Canadian distributors must sell to Canada-based resellers in Canada for use in Canada.
5. Do not sell to any **Unauthorized Reseller** listed in the [Partner Information Library](#).
6. Kodak Alaris may change products at any time (including pricing, terms, performance, serviceability, and recommended uses). Kodak Alaris will use reasonable efforts to provide advance notice.
7. Kodak Alaris may change or end this Program at any time with written and/or electronic notice.
8. All special pricing agreements are confidential. If confidentiality is not maintained, the pricing may be voided and Program eligibility may be affected.
9. Participation is at Kodak Alaris's discretion.
10. **Refurbished Equipment:** Kodak Alaris may terminate your participation if you quote or sell refurbished Kodak or Alaris branded equipment to any third party (including VARs and end users) **without Kodak Alaris' express approval and support.**
11. VADs must use Kodak Alaris Service **exclusively** for any service sold on Kodak, Kodak Alaris, Bowe Bell & Howell, and Plasmon branded equipment.
 - a. Exclusivity: you may not sell a third-party service contract for equipment branded Kodak, Kodak Alaris, Bowe Bell & Howell, or Plasmon.
 - b. If you violate the exclusivity requirement, Kodak Alaris may reduce or withhold the Product or Service Quarterly Rebates described below.

Distributor Rebate Terms

1. To qualify for the distributor rebates in this document, VADs must pass the applicable reseller discounts (from KA52, KA02, KA04, as applicable - **Program terms are available upon request**) to the reseller as **up-front discounts**. This includes discounts for:
 - a. Deal Registration
 - b. Instant Rebate Programs
 - c. **NEW** Trade-In Programs
2. **NEW** – Distributor maintains a minimum of **\$400K of Kodak Alaris inventory** at all times in US based distribution centers. Distributors with Canadian centers should maintain a minimum of **\$50K of Kodak Alaris inventory** in their Canada based centers at all times.
3. Kodak Alaris will reimburse rebates you paid under item 1 above and will pay the distributor rebates in this document as an account credit within 45 days after receiving an accurate monthly **Point of Sale (POS) report** (in the format required by your Distributor Agreement). **POS reports are due within 5 business days after month end**. Kodak Alaris may withhold rebates if reports are late or not submitted electronically in the agreed format.
4. All rebates require compliance with the payment and credit terms in your Distributor Agreement. Payment is considered received when it posts to your account.
5. Kodak Alaris may audit your POS data and may base credits on audited purchase and sales figures.
6. Production-level scanners (as identified in the Price Catalog) may not be sold below the VAD purchase price (before incentives/credits). Products sold below cost are not eligible for rebates.
7. Rebates may be stacked unless stated otherwise. VADs and/or resellers with special pricing may not qualify for all rebates; this will be noted in the **Special Pricing Price Letter and/or Deal Registration**.
8. If a Deal Registration is approved and the reseller will pick up equipment at the distributor (Will Call), Kodak Alaris requires a copy of the end-user PO to the reseller showing quantities. Without this PO, Kodak Alaris will not reimburse the VAD for Deal Registration rebates.
9. Do not misrepresent the Kodak Alaris logo, name, trademarks, or your relationship with Kodak Alaris.
10. If you do not follow these requirements, you may lose rebates.

KA – VAD – Quarterly Rebates

Eligible Products

- Kodak and Kodak Alaris products, plus related software, accessories, and consumables
- Not eligible:
 - Returned products (including software, accessories, and consumables)
 - KODAK INFuse

HARDWARE, ACCESSORIES and SOFTWARE REBATES

Rebates

- **NEW** – Rebate 3% on Eligible Products including InfoInput and Capture Pro software offerings . The rebate is calculated on the VAD's cost for eligible products shipped and billed each quarter, based on the monthly POS report.
- **NEW** – 1% Growth Incentive – Rebate eligibility based on maintaining \$400K inventory in USA and \$50K in Canadian distributions centers (if applicable). Plus an **increase of 10%** QoQ Sales Growth. This **1% growth incentive is calculated on POS not including CDW, Insight, and SHI**.

NOTE: Pricing actions for individual VADs are not included on this list and will be communicated separately.

SERVICE REBATES

Participants

- Kodak Alaris Authorized VADs are entitled to quarterly rebates based on their level of performance in annual service contract revenue (at distribution invoice) from the previous calendar year

Eligible Products

- Eligible services: KODAK Care Kits, Maintenance Agreements, Software Assurance and Support Services
- **Not eligible:** Canceled or returned KODAK Care Kits, Maintenance Agreements, Software Assurance and Support Services

Rebates

Kodak Alaris will provide 3 tiers of rebates to distributors (as stated below) for sales of Eligible Service. Payment is based on VAD's cost of eligible Services billed to VAD by Kodak Alaris each quarter.

- Tier 1 > \$1.5M rebate 1.5%
- Tier 2 > \$5.0M rebate 2.5%
- Tier 3 > \$10M rebate 3.0%

NOTE: Pricing actions for individual VADs are not included on this list and will be communicated separately.

MINIMUM ORDER VALUE:

- All equipment (Scanners) purchase orders must be at least \$5,000 USD.
- All consumable purchase orders must be at least \$500 USD.
- Consumable orders under \$500 USD will be charged a **15% surcharge** that will be added to the invoice at the time of purchase.

Additional Reseller Partner Program Attachments

1. Software and Service Rebate Details
2. Evaluation Unit Program Details
3. Trade-In Rebate Terms and Forms
4. **MAP Policy**
5. **KA52** – Kodak Alaris Reseller Program
6. **KA03** – Deal Registration Program Terms and Conditions
7. **KA02** – Kodak Alaris Strategic Partner Program
8. **KA04** - DMR