

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

## US&C Minimum Advertised Price Policy

### Introduction

Kodak Alaris values its relationship with authorized Resellers and the service you provide to customers. Because strong service and support require real investment, this Policy is designed to reduce price-only advertising that can make it harder for Resellers to compete on value and can weaken the Kodak Alaris brand. For that reason, Kodak Alaris has unilaterally established this Minimum Advertised Price (“MAP”) Policy for certain Products listed in the monthly VAR catalog for the US and Canada.

### Policy Statement

We understand every Reseller runs their business differently. Resellers may choose whether to follow this Policy, but Kodak Alaris encourages compliance to help support a fair and healthy marketplace. This Policy is not an agreement between any Reseller and Kodak Alaris.

If Kodak Alaris determines that a Reseller advertised any MAP Product below the MAP (net price) or otherwise violated this Policy, the Reseller will be designated an “Unauthorized Reseller.” During that time, the Reseller will not be eligible to:

- Create new Deal Registrations
- Receive the Kodak Alaris Backend Rebates
- Apply for MDF

for the following time periods:

- o First violation in any 12-month period: 60 days. Reinstatement assumes all violations are corrected before the 60-day period ends.
- o Second violation in any 12-month period: ineligible indefinitely unless and until reinstated by the MAP Policy Administrator under the process and requirements described below.

Kodak Alaris will maintain a list of Unauthorized Resellers for its VADs and may encourage VADs to sell Products only to authorized Resellers.

### General Guidelines

Resellers are free to decide whether and how to sell Kodak Alaris products, including the price, without consulting Kodak Alaris. At the same time, Kodak Alaris may manage its reseller programs, marketing materials, product availability, and any future promotions, joint marketing, or sponsorship programs.

From time to time, Kodak Alaris may update the list of MAP Products and MAP amounts, in its sole discretion. Kodak Alaris may also run limited-time programs that allow all Resellers to advertise MAP Products below MAP, with advance notice and details.

**This Policy applies to the price at which MAP Products are advertised, not the price at which MAP Products are offered for sale or actually sold to a consumer.** Kodak Alaris is committed to maintaining a fair marketplace for all of its authorized Resellers.

## **Advertising Guidelines**

This Policy applies to online advertising of MAP Products in the United States and Canada, including on:

- websites (including social media sites)

This Policy does not apply to in-store/on-premise advertising that stays inside your store and is not distributed externally, communicated to customers outside the store, or published in any external media.

To help avoid confusion, if a website feature shows (or communicates) pricing to a customer *before* the item is placed in the shopping cart, Kodak Alaris treats that as advertising and it is covered by this Policy. Examples include:

- "Click for price" features
- Automated "bounce-back" pricing emails
- Pre-formatted email responses and forms for any MAP Product available prior to such MAP Product being placed in a customer's shopping cart
- Automatic price displays for any MAP Product prior to such MAP Product being placed in a customer's shopping cart

This Policy also applies to activities that Kodak Alaris determines are intended to bypass the purpose of the Policy, including:

- Combining Products where the sales price together is lower than the combined price of each independently
- Pricing with strike-throughs that don't include a price higher than the minimum advertised price next to it

The following are not violations if no MAP Product prices are shown and the Reseller otherwise complies with this Policy:

- An advertisement providing that a customer may "call for price" or "email for price", or containing similar language, with respect to the MAP Products
- A general advertisement providing that a Reseller has the "lowest prices" or will match or beat its competitors' prices or containing similar language

## **Policy Enforcement**

If you have questions about how this Policy applies to a specific situation, please contact [MAPadmin@KodakAlaris.com] (the "MAP Policy Administrator"). For consistency, only the MAP Policy Administrator may determine whether a violation occurred and communicate decisions or enforcement

actions. KODAK ALARIS SALES PERSONNEL AND OTHER EMPLOYEES ARE NOT AUTHORIZED TO DO SO OR TO MODIFY THIS POLICY OR GRANT EXCEPTIONS.

If the MAP Policy Administrator determines a Reseller violated this Policy, the Reseller will be designated an "Unauthorized Reseller," and the process below will apply.

- First violation in any 12-month period: the Reseller has 60 days to correct all violations.
  - o If the MAP Policy Administrator confirms all violations were corrected within 60 days, the Reseller will be reinstated as an authorized Reseller and removed from the Unauthorized Reseller list.
  - o If the violations are not corrected within 60 days to the MAP Policy Administrator's satisfaction, the Reseller will be treated as having a second violation and will be subject to (ii) below.
- (ii) Second violation in any 12-month period: the Reseller must email [MAPAdmin@kodakalaris.com](mailto:MAPAdmin@kodakalaris.com) to request reinstatement.
  - o After receiving a request, the MAP Policy Administrator may set a probation period and any conditions it considers appropriate for reinstatement.
  - o If the probation period and conditions are satisfied, the Reseller will be reinstated as an authorized Reseller and removed from the Unauthorized Reseller list.

This Policy is non-negotiable and will not be changed for any Reseller. Kodak Alaris does not ask for, and will not accept, any commitment to comply. Nothing in this Policy (or in any other contract or agreement with Kodak Alaris) creates an agreement that a Reseller will comply with this Policy.

Resellers are expected to cooperate with reasonable requests from Kodak Alaris, the MAP Policy Administrator, or their designees during an investigation. Failing to cooperate, or taking steps to obstruct or delay an investigation, is a violation of this Policy.

Kodak Alaris will enforce this Policy uniformly and without notice.

### **Communications & Amendments**

Kodak Alaris will use reasonable efforts to share Policy updates with Resellers through electronic Channel Notices to Resellers on its internal distribution list. To be added to the distribution list, email [MAPAdmin@KodakAlaris.com]. Please note that Kodak Alaris may modify, amend, suspend, or cancel this Policy at any time, in its sole discretion, with or without advance notice. The current Policy will be maintained in the Sales Information Library at [sales.kodakalaris.com](https://sales.kodakalaris.com).

### **MAP Values**

- Current MAP values are listed in the VAR Product Catalog.
- Products with a Kodak Alaris Discontinuance Notice are not included in this MAP Policy.