

Version: 23

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

Program Overview

The Kodak Alaris Reseller Partner Program (KA52) is designed for US and Canadian resellers. The program offers a clear tiered membership structure, robust financial incentives, and comprehensive operational guidelines. It aims to foster collaboration, drive sales, and ensure fair market practices among all partners.

Terminology

“Products,” as used herein, include KODAK Scanners, consumables, accessories, KODAK Software, and KODAK Service Products made commercially available by Kodak Alaris.

“VAD(s)” means Value-Added Distributors of products from Kodak Alaris

“POS data” or *“POS report”* means the Point-of-Sale report provided to Kodak Alaris by a VAD, and the data contained therein

“List Price” is the Kodak Alaris Published Price in effect at the time of purchase

Eligibility and Membership Levels

Eligible Participants

- Open to “Resellers” serving the US and Canadian markets.
- Partners must complete an application and agree to program terms.
- Ongoing eligibility requires meeting sales targets, adhering to MAP policy, and maintaining good standing.

General Terms

- Participation is subject to annual review and renewal.
- Payments for rebates and incentives will be made according to published schedules.
- Confidentiality: All program materials, pricing, and terms are confidential and may not be shared outside the partner organization.
- Eligibility: Partners must remain in good standing, comply with all program requirements, and notify Kodak Alaris of any changes in business status.

Not Eligible: Resellers who violate MAP Policy

Membership Levels

Authorized Partner: Entry-level status with access to essential resources and standard incentives.

Premier + Elite Partner: Eligibility requires meeting set sales and training criteria. Advanced status with enhanced benefits, including higher rebate rates and priority support. Benefits include exclusive incentives, co-marketing opportunities, and dedicated account management.

Advancement is based on annual sales, training completion, and compliance with program requirements.

Partner Benefits and Incentives

Partner Program Benefits

- Access to sales and marketing resources including KA Lead Distribution (based on Level and Location)
- Rebate and incentive programs (see Incentive Programs)
- Training programs
- **Priority technical support (Premier + Elite)**
- **Marketing Development Funds and joint event opportunities (Premier + Elite)**

Incentives

Overall and Hardware

- **NEW Deal Registration:** E1000 Scanners (min 5 units) added to Deal Registration
- **NEW SPIFF Program:** Available to qualifying partners (*Premier + Elite*)
- **NEW Growth Incentive Rebates** Available to qualifying partners (*Premier + Elite*)
- **NEW Trade-In Rebates:** New process and financial incentives for upgrading customer tech to new Kodak Alaris solutions.
- **Evaluation/Demo Program:** Access to demo units and special pricing for evaluation purposes, subject to approval.
- **Deal Registration:** Lucrative and competitive deal registration.
- **Sales Incentives:** Lead sharing and access to seasonal promotions

Software

- **NEW Info Input Tiered Discount Program:** 30%/40%/45% (Based on prior FY sales)
- **NEW Deal Registration:** Capture Pro Software added to Deal Registration (details in KA52-01)
- **Software Incentives:** Rewards for promoting and selling approved Kodak Alaris software products.

Service

- **Care Kit Incentives:** 10% back-end rebate on the sale of eligible care kits and service packages

Rebate eligibility, calculation, and claim procedures will be standardized and communicated annually. Partners must submit claims within the specified program window.

Additional Reseller Partner Program Terms

1. Kodak Alaris reserves the right to audit all program claims.
2. All Products must be purchased from an **Authorized Distributor** (Cranel, TDSynnex or Carahsoft)
3. Resellers based in the United States **may not sell** any of the Products outside of the United States; Resellers based in Canada **may not sell** any of the Products outside of Canada.
4. **PREMIER + ELITE: MDF (Marketing Development Funds):** are accrued based on POS sales and accrues monthly. Funds must only be used for approved co-marketing, advertising, or promotion of Kodak Alaris brand products and in accordance with a Kodak Alaris Sales Manager. MDF funds must be claimed to use and be credited. Approval and proof of use is required before account credit is issued and subject to availability. All funds will return to 0 on April 1st, 2027.
5. **PREMIER + ELITE: SPIFF Program:** this program is open only to select Premier or Elite accounts that are able to manage an employee spiff program in-house. Kodak Alaris will not be administering the program and will be subject to available MDF funds. POS data must be submitted through the partnered VAD in order to be eligible.
6. **PREMIER + ELITE: Growth Incentive:** this program is open only to select Premier or Elite accounts that have reached the designated sales threshold. These thresholds are based on YOY sales and are product tiered (Hardware vs. Software) . A designated Kodak Alaris Sales Manager will use these averages, to calculate the percentage of Growth Incentive and subject to MDF availability.
7. Kodak Alaris may discontinue the manufacture or availability of any product or make a change to any product relating to prices and terms of sale, performance, serviceability, recommended uses and application, or otherwise, at any time. Kodak Alaris will use reasonable efforts to provide advance notification of such changes.
8. Kodak Alaris reserves the right to change, and/or cancel this program at any time with written and/or electronic notification.
9. **All rebates can be stacked unless noted.** VADs and/or Resellers with special pricing *may not be eligible for all rebates* which will be indicated in the Special Pricing Price Letter and/or Deal Registration.
10. Kodak Alaris will be the sole judge on eligible sales and program disputes, and all decisions regarding program and/or rebate eligibility and issuance are final. In the event of order cancellation and return, rebated amounts **will be charged back**.
 - a. Kodak Alaris reserves the right to recalculate rebates within 6 months after rebate is paid.
 - b. If overpayment was issued, Kodak Alaris reserves the right to charge back.
11. *Reseller shall not misrepresent in any way the Kodak Alaris logo, the Kodak Alaris name, trademarks or licensed trademarks, or the relationship between Reseller and Kodak Alaris.*
12. **Participation in this program is at the sole discretion of Kodak Alaris.**
13. All special pricing agreements are confidential. Failure to maintain confidentiality voids said pricing.
14. **Refurbished Equipment:** Kodak Alaris reserves the right to terminate the Reseller's participation in this Program if the Reseller quotes or sells refurbished Kodak or Alaris branded equipment to any third party (including, without limitation, other VARs and End-users).

15. Reseller backend rebate payments:

- a. Kodak Alaris will facilitate direct payment to the partner. If it hasn't been done already, the below information will need to be provided to Kodak Alaris on company letterhead. This can be sent as an email attachment to the email addresses listed below.
- b. If payment information is not provided on Company letterhead within 90 days of qualifying POS transaction, partner forfeits rebates earned.

Bank information should go to the corresponding mailboxes based on Program

- Trade-In Program: Tradeln@kodakalaris.com
- MDF Program: USC-DI-MDF@kodakalaris.com
- All Other Rebate Programs: US&C-DI-Rebates@kodakalaris.com

Required Banking Information

| | |
|-----------------------|---------------------------------------|
| Company Name | Bank Name |
| Address | Bank Key (ABA Transit Routing Number) |
| City, State, Zip Code | Bank Checking Account Number |
| Reseller Contact | Bank Street Address/City/State/Zip |
| Phone Number | Bank Country |
| E-mail address | |

Additional Reseller Partner Program Attachments

- 1. Appendix One: Software and Service Rebate Details
- 2. Appendix Two: Trade-In Rebate Terms and Forms
- 3. Appendix Three: Evaluation Unit Program Details
- 4. **MAP Policy**
- 5. **KA03** – Deal Registration Program Terms and Conditions