

Kodak Alaris Partner Program General Terms and Conditions

A. MEMBERSHIP GENERALLY

1. Kodak Alaris LLC and its affiliates (collectively, “Kodak **Alaris**”) offer certain benefits to qualifying channel partners in certain countries (“Each a “**Partner**” and Collectively “**Partners**”) and their employees (each a “**Member**”, and collectively, “**Members**”) through participation in the Alaris Partner Program (the “**Program**”). These Alaris Partner Program General Terms and Conditions (these “**General Terms and Conditions**” or this “**Agreement**”) govern the participation of Partner and Partner’s Members in the Program.
2. In order for Partner to participate in the Program, at least one of Partner’s employees will need to create an individual Member account (“**Account**”) in the Alaris Partner Portal located at partners.kodakalaris.com (the “**Portal**”). Participation in the Program and access to the Portal is subject to these General Terms and Conditions, the Alaris Partner Portal Terms of Use (the “**Portal Terms of Use**”), the Kodak Alaris Partner Program Privacy Policy (the “**Partner Program Privacy Policy**”), and any specific terms and conditions that may apply to a particular Benefit (as defined herein) (“**Specific Terms**”), which must be agreed to separately before access to such benefit is provided. These General Terms and Conditions, together with the Portal Terms of Use, the Kodak Alaris Partner Program Privacy Policy and any applicable Specific Terms supersede all applicable previous agreements or terms and conditions, including any previously offered comparable programs, whether offered as part of a similar scheme or as documented in a written contract.
3. By participating in the Program, and opening and using an Account, Partner and each of Partner’s Members agree that:
 - a. it has read, understood and accepted these General Terms and Conditions; and
 - b. it consents to Kodak Alaris’s processing and use of data that is personal to it, including disclosure to third parties, in accordance with the Kodak Alaris Partner Program Privacy Policy found at: https://www.Alarisworld.com/go/partnerprogramprivacy_en.
4. Kodak Alaris has the right to change, limit, modify or cancel these General Terms and Conditions, any Specific Terms or any Program, and/or pricing of products and services made commercially available by Kodak Alaris (“**Kodak Alaris Products**”) at any time, with or without notice, including but not limited to making changes to the Membership Levels (as defined below), pricing of Kodak Alaris Products or other details related to each Benefit, regardless of whether such changes affect the availability of the Program, discounts, rebates, incentives or other benefits thereof, or the ability of Partners or Members to participate in the Program, directly or indirectly. Kodak Alaris may, amongst other things, at any time and without notice: (i) withdraw, limit, modify or cancel any Program; (ii) change Program Benefits, conditions of participation, eligibility requirements and thresholds; or (iii) otherwise modify the Program Terms.
5. Kodak Alaris reserves the right to reject applications to become a Partner or Member at its sole discretion, and reserves the right to revoke, cancel, change or suspend Partner and Member accounts or take other action at its discretion, at any time with immediate effect and without notice or liability to any Partner or Member, if: (a) Kodak Alaris believes a Partner or one or

more of its Members has (i) violated any of these General Terms and Conditions or any Program Terms, (ii) failed to pay any invoices or accounts due to Kodak Alaris, (iii) acted in a manner inconsistent with applicable law, regulations or ordinances, (iv) engaged in any misconduct or wrongdoing in connection with the Program, including without limitation any Member Benefits, or (v) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Program or Kodak Alaris or its employees; or (b) Kodak Alaris's provision of the Program and/or any associated benefits to a Member may violate any applicable laws to which Kodak Alaris is subject from time to time.

6. Nothing in these General Terms and Conditions or Program Terms will limit Kodak Alaris from exercising any legal rights or remedies that it may have.
7. Membership and participation in the Program is limited to Partners located in the countries listed in Appendix B.
8. Membership and participation in the Program is automatically void where prohibited by applicable law.
9. Partner's Members may be provided with the ability to use usernames, passwords, or other codes or devices ("**Access Codes**") to gain access to restricted portions of the Portal. The content contained in such restricted areas is confidential to Kodak Alaris, is provided to the Member for his or her individual use only, and shall not be shared with any third party. Kodak Alaris reserves the right to prohibit the use of such Access Codes by the Member or on his or her behalf by third parties where Kodak Alaris determines that such use interferes with the Portals' operation or results in commercial benefits for other entities to Kodak Alaris's detriment.
10. If more than one Account is assigned to a Member, such Member will only receive benefits for one Account. Duplicate Membership Accounts will be cancelled.
11. From time to time, Partner's Members will provide certain information to Kodak Alaris via the Portal, including but not limited to information in connection with creating an Account and registering potential deals. Such information is processed in Kodak Alaris's and its suppliers' computer systems both in the country where the information has been collected and in the United States. Communication of relevant information is required to administer the Program and provide the Partner and its Members with the opportunity to maximize the benefits of Membership. Kodak Alaris will only disclose Member information to: (i) the Kodak Alaris group of companies; (ii) Kodak Alaris's third party suppliers in connection with the provision of the Portal; (iii) person(s) authorized by the Member; franchisees, fulfillment houses, email service providers and mail houses that process mail for such entities; (iv) marketing companies that provide services to the Kodak Alaris group of companies, (v) Primary Users (as defined below) of the Partner to whom the Member relates, and (vi) to the extent Partner is qualified to and chooses to participate in Deal Registration or Special Pricing offered through the Program, to the other distribution or reseller Partners with whom the Partner is working to conclude a sale, in each case for the following purposes: (i) in order to better service the Membership Account and preferences by keeping the Partner and its Members informed of Account status and activities through printed or electronic statements; (ii) to assess entitlement to benefits; (iii) to collect and process charges incurred with Kodak Alaris by Partner; (iv) to offer the Partner additional products and services; (v) to send periodic satisfaction or market research surveys. In choosing to become a Partner or Member, the Partner and/or Member consents to receive all of the kinds of information described above. However, Member will be given the opportunity to define and modify mailing preferences.

12. Kodak Alaris has the sole discretion to interpret and apply these General Terms and Conditions and any Program Terms, and all questions or disputes regarding these General Terms and Conditions or any Program Terms will be resolved by Kodak Alaris in its sole discretion.
13. BY CREATING AN ACCOUNT AND/OR PARTICIPATING IN ANY PROGRAM, THE MEMBER AGREES THAT KODAK ALARIS AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE INDEMNIFIED AND HELD HARMLESS BY MEMBERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CREATION OF AN ACCOUNT, PARTICIPATION IN ANY PROGRAM, AND/OR THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY BENEFIT DERIVED FROM MEMBERSHIP. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO MEMBER FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE GENERAL TERMS AND CONDITIONS, ALL INFORMATION, DOCUMENTS AND MATERIALS REGARDING OR IN CONNECTION WITH THE PROGRAM, INCLUDING THE PORTAL AND ANY MARKETING MATERIALS, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

THIS SECTION WILL SURVIVE TERMINATION OF MEMBER’S PARTICIPATION IN THE PROGRAM AND THE CLOSURE OF MEMBER ACCOUNTS.

B. CONDITIONS OF ENROLLMENT

1. Employees and contractors of Kodak Alaris, and their respective family members, are ineligible to participate in the Program.
2. Government employees, and officials, as well as any other individual acting for or on behalf of a government agency or departments are not eligible to participate in the Program, including participation in any Benefits of membership that offer financial gain of any kind.
3. Partners and their Members are responsible for complying with any law in the applicable jurisdiction in connection with such Partner/Member’s participation in the Program and any any Benefits realized as a result of such participation.

C. MEMBERSHIP LEVELS

1. A Partner may attain different membership statuses (“**Membership Levels**”) that may entitle the Partner and its Members to additional benefits depending on the Partner’s activities as a

channel partner of Kodak Alaris. Thresholds to enable a Partner to qualify for a specific Membership Level and corresponding benefits are detailed in Appendix A hereto.

2. Kodak Alaris reserves the right, at its sole discretion, to modify or discontinue the Membership Levels, including any benefits associated therewith, at any time with immediate effect and without prior notice to Partner or its Members.

D. PRIMARY AND SECONDARY USERS

1. Partner's Members will be divided into one of two categories of Users, Primary Users or Secondary Users (as defined below).
2. Primary Users have the highest level of access in the Partner Portal, and will be able to see certain activities carried out by the secondary users of the Partner with whom they are affiliated, including Deal Registration, Marketing Fund requests, Leads, special pricing requests, support cases, and Trade In Requests (United States and Canada Only). Each Partner will be permitted multiple Primary Users, whose contact information should be provided to Kodak Alaris in writing (which may be provided in the field provided at the time of corporate registration, or thereafter by email). Unless and until Partner notifies Kodak Alaris of the assignment of a Primary Users, all of Partner's Members shall be credentialed as Secondary Users.
3. Secondary Users will only be able to view their own activity on the Portal, and will not have access to certain functionalities available to Primary Users.
4. **In the portal, Primary Users are identified as "Admin" accounts, and Secondary Users will be identified as "member" accounts**

E. DEAL REGISTRATION

1. As a participant in the Program, Partners who are Value-Added Resellers (**VARs**) of Kodak Alaris Products will have the opportunity (via their Members) to register prospective business opportunities they are pursuing in the Portal, and can provide ongoing updates regarding the current status of the deal ("**Deal Registration**"). Participation in Deal Registration is subject to Specific Terms that must be agreed to by Partner's members each time an individual deal is registered. Deal Registration may be required to realize certain benefits of participation in the Program, including but not limited to the receipt of rebates. For the purposes of this section, VARs are Partners who have a current and valid reseller contract with Kodak Alaris or with an authorized Kodak Alaris distributor.

F. BENEFITS OF PROGRAM MEMBERSHIP

1. From time to time and at Kodak Alaris's sole discretion, Kodak Alaris may offer certain benefits to Partners and Partner's Members, which may include, but are not limited to, business leads, discounts, rebates and deal-specific pricing ("**Benefits**"). Certain Benefits may be governed by Specific Terms. These General Terms and Conditions apply to all Benefits, as well as use of the Portal, and together with the Portal Terms of Use and applicable Specific terms govern the participation of Partner and its Members in any Benefits offered by Kodak Alaris. Participation in Benefits is also subject to all other applicable rules, regulations, policies and procedures that Kodak Alaris may, in its sole discretion, adopt from time to time. In the event of any inconsistency or conflict between these General Terms and Conditions, applicable Specific

Terms and/or the Portal Terms of Use, the order of precedence shall be: (i) these General Terms and Conditions, then (ii) applicable Specific Terms, then (iii) the Portal Terms of Use.

2. From time to time, Kodak Alaris may, at its sole discretion, provide business leads (“**Leads**”) to Partner to support Partner’s sale of Kodak Alaris Products. Leads will be provided to Partner’s Members via the Portal. After initial assignment of a Lead by Kodak Alaris, Partner’s Primary User(s) will have the ability to re-assign the Lead to any of the Partner’s other Members at their discretion. All leads assigned in the Portal will include an expiration date. If the Partner fails to make initial contact with the customer specified in the lead by the expiration date, Kodak Alaris reserves the right to retract the lead and offer it to any other Partner participating in the program. Upon request from Kodak Alaris, Partner will update the lead record in the Portal with comments detailing the progress that has been made toward closing a sale. For any leads provided by Kodak Alaris, Kodak Alaris reserves the right to contact the prospective customer directly in order to ensure that such prospective customer’s business needs (as they relate to Kodak Alaris Products) are being met. If at any time the customer specified in the lead provides notice to Kodak Alaris that it no longer wishes to be contacted in connection with the purchase of Kodak Alaris Products, Kodak Alaris shall provide notice to Partner and Partner shall refrain from any further contact with customer in connection with the lead.
3. Under certain circumstances, Kodak Alaris, at its sole discretion, may make make funding available to Partner to support Partner’s efforts to promote and market Kodak Alaris Products (“**Marketing Fund(s)**”). All Marketing Funds are subject to Specific Terms, and may only be used for the purpose for which they were granted.
4. From time to time, Kodak Alaris may, at its sole discretion, post information in the Portal regarding certain rebates available to Partners. All rebates are subject to Specific Terms and conditions which will be included in the initial rebate notification.
5. Kodak Alaris has the right to amend the Program or any Benefit, or terminate the Program in its entirety, at any time with immediate effect and without notice.

G. PORTAL ACCESS CREDENTIALS

1. In order for Members to login to the Portal, the Portal utilizes username and password credentials from a Microsoft™ account that is associated with each individual Member’s Account. Members have the option of either using an existing Microsoft account (including credentials hosted in a Partner’s Microsoft™ environment), or create a new Microsoft account. If Partner uses Microsoft™ account credentials for its own business purposes, Partner agrees that Partner’s individual employees may use the Microsoft™ credentials provided by the Partner to create a Member Account and access the Portal.

H. DATA PRIVACY

1. Kodak Alaris and Partner and its Members shall comply with applicable laws and regulations pertaining to creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Data. The parties acknowledge and agree that: (a) with regard to any Personal Data provided to Kodak Alaris by Members to facilitate participation in the program and/or access to the Portal, Kodak Alaris shall be understood to be the “controller” of such data or the defined party comparable to a controller under the relevant privacy laws and regulations; and (b) with regard to Personal Data provided by Partner and its Members in connection with Deal Registration or other Benefits of the program, Kodak Alaris and Partner shall be understood to be joint controllers, where Kodak Alaris is a controller with respect to the use of the data to administer the Program and the Benefits, and Partner is a controller with respect to use of the

data to facilitate its participation in the Program and Benefits, and to conclude sales to its own customers.

2. Partner hereby represents and warrants that it shall have a legitimate legal basis to share any Personal Data provided to Kodak Alaris in connection with the Program.
3. If at any time either party hereto makes a determination that it can no longer meet its obligations under applicable privacy laws and regulations with regard to the Program, such party shall promptly notify the other party hereto of the same.
4. Any Personal Data processed by Kodak Alaris in connection with the Program shall be consistent with the purposes and limited disclosures set forth in Section A(11) above, and such processing shall be carried out consistent with the **Partner Program Privacy Policy**.
5. No Personal Data used or disclosed in connection with the Program shall be sold or given to a third party for the purpose of targeted advertising.
- 6.

I. PARTNER CONTENT

1. Partner hereby acknowledges and agrees that Partner shall have adequate legal basis or consent for any Personal Information Partner (via its Members) uploads onto the Portal, and agrees that any content uploaded to the Portal by Partner (via its Members) shall not infringe on the intellectual property rights of any third party.

J. GENERAL TERMS

1. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
2. Partner may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Kodak Alaris. Kodak Alaris may freely assign its rights and obligations under this Agreement at any time, without needing consent of the Partner.
3. These General Terms and Conditions, the Portal Terms of Use, the Kodak Alaris Partner Program Privacy Policy and any Specific Terms constitute the entire agreement between Partner (including Partner's Members) and Kodak Alaris in relation to Partner's use of the Portal and registration and creation of an Account.
4. These General Terms and Conditions are drafted in the English language. Kodak Alaris and the Partner / Member accept and approve the English version of these General Terms and Conditions as controlling in any dispute between Kodak Alaris and the Partner / Member arising from or related to these General Terms and Conditions. Any copies of these General Terms and Conditions in any language other than English are provided as a courtesy only, and shall have no force or effect.
5. Partner's Participation in the Program and use of the Portal may be subject to additional country or region specific terms and conditions, which, if applicable, will be attached hereto as Appendix B.
6. All disputes, claims and legal proceedings directly or indirectly arising out of these General Terms and Conditions or any Program Terms shall be subject to the laws of the State of New York, without regard to any conflicts of law principles that would result in the application of the

law of any other jurisdiction, and shall be exclusively settled by the state and federal courts located in Monroe County, New York.

All addendums that govern this agreement are: KA01, KA02, KA03, KA52, KA52-01, KA52-02, KA52-03, KA52 2027 MAP Policy, 2027 Kodak Alaris MDF Program

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APPENDIX A

Program Details and Additional Terms

KA01 – Alaris Partner Program Additional Terms for US & Canada Distributors (“KA01”) contains additional Program details and terms applicable to Members who are Value-Added Distributors of Alaris Products (VADs) for the United States and Canada (“US&C”). KA01 applies to all US&C VAD Members, and is incorporated into the terms of the General Terms and Conditions with respect to such Members. The most current version of KA01 can be accessed here: [KA01](#).

KA52 – Alaris Partner Program Additional Terms for US & Canada Resellers (“KA52”) contains additional Program details and terms applicable to Members who are Value-Added Resellers of Alaris Products (VARs) for the United States and Canada (“US&C”). KA52 applies to all US&C VAR Members, and is incorporated into the terms of the General Terms and Conditions with respect to such Members. The most current version of KA52 can be accessed here: [KA52](#).

Marketing Development Funds (MDF) Additional Terms for US & Canada Distributors and Resellers (“MDF Additional Terms”) contains additional Program details and terms applicable to Member requests for Marketing Development Funds. MDF Additional Terms apply to all US&C VAD and VAR Members, and are incorporated into the terms of the General Terms and Conditions with respect to such Members. The most current version of MDF Additional Terms can be accessed here: [MDF Additional Terms](#).

Deal Registration Additional Terms for US & Canada Resellers (“Deal Registration Additional Terms”) contains additional Program details and terms applicable to Members who are Value-Added Resellers of Alaris Products (VARs) for the United States and Canada (“US&C”). Deal Registration Additional Terms apply to all US&C VAR Members who utilize the deal registration functionality of the Portal, and are incorporated into the terms of the General Terms and Conditions with respect to such Members. The most current version of the Deal Registration Additional Terms can be accessed here: [Deal Registration Additional Terms](#).

A PDF version of the most current version of the program details and additional terms applicable to a specific Member (KA01 or KA52) can be requested via email at: usc-info@kodakalaris.com.

APPENDIX B ELIGIBLE COUNTRIES

Partners located in the following countries are eligible to participate in the Kodak Alaris Partner Program:

United States, Canada