

Alaris Partner Portal Terms of Use

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR ACCESSING THE PORTAL.

A. OVERVIEW

The Alaris Partner Portal (the “**Portal**”) is provided to you by Kodak Alaris Limited if you reside in Europe, the Middle East, India or Africa (“**EMEIA**”), or Kodak Alaris LLC if you reside elsewhere. If you reside in EMEIA, these Terms of Use are entered into between you (“**User**”) and Kodak Alaris Limited of Part Second Floor Of Westside Two, Westside London Road, Apsley, Hemel Hempstead, Hertfordshire, United Kingdom, HP3 9TD, or if you reside elsewhere, these Terms of Use are entered into between you and Kodak Alaris LLC of 336 Initiative Drive, Rochester, NY 14624 (in either case, “**Alaris**”).

Access to and use of the Portal forms part of, and is subject to, the Kodak Alaris Partner Program and its associated terms, including the Alaris Partner Program General Terms and Conditions (the “**General Terms and Conditions**”), the Kodak Alaris Partner Program Privacy Policy, and any applicable Specific Terms relating to particular benefits or activities (together, the “**Program Terms**”). In the event of any conflict or inconsistency between these Terms of Use and the Program Terms, the Program Terms shall prevail.

The Portal is provided as a platform to support Partner engagement with the Program, including access to information, tools, and resources. Certain aspects of the Program, including the provision of benefits, support, or opportunity engagement, may be delivered or managed by Alaris through systems, tools, processes, or direct engagement outside of the Portal.

The Portal is separate and distinct from any other goods or services offered by Alaris. Please refer to the terms of use for those goods or services when using such, including without limitation those provided at <https://corporate.kodakalaris.com/legal/>.

B. USE OF THE PORTAL

By accessing or using the Portal, User acknowledges that they have read, understand and agree to be bound by these Terms of Use (“**Terms of Use**”), the applicable law, and the Program Terms (as defined above). These Terms of Use set out User’s rights, obligations and restrictions when using the Portal. If User does not agree to these Terms of Use, please do not use or access the Portal. Alaris reserves the right to modify these Terms of Use at any time without prior notice. Use of the Portal following any such modification constitutes User’s agreement to follow and be bound by these Terms of Use as modified.

Additional terms and conditions applicable to specific areas of the Portal or to particular content, services, benefits, or transactions may be posted in relevant sections of the Portal or communicated by Alaris from time to time, and together with these Terms of Use and the applicable Program Terms, shall govern the use of those areas, content, services, benefits or transactions.

User may use the Portal, and the information, writings, images, incentive programs, discounts and/or other works or materials that can be seen, heard or otherwise experienced on the Portal (singly or collectively, the “**Content**”), solely for purposes related to the pre-existing commercial relationship between User and Alaris and participation in the Program. No right, title or interest in any Content is transferred to User, whether as a result of downloading such Content or otherwise.

Content made available through the Portal is provided for general information purposes only and does not constitute an offer of, or entitlement to, any Program benefits, incentives, funding, pricing, or other support. Access to or visibility of any Content does not guarantee availability, eligibility, or approval of any such benefits, all of which remain subject to Alaris' sole discretion and any applicable Specific Terms.

Alaris reserves the right to revise and/or remove any Content, or cease operation of the Portal altogether at any time without prior notice. Use of the Portal constitutes User's acknowledgement that Alaris may alter and/or remove Content, or cease operation of the Portal, and that User shall have no remedy at law or otherwise for such revisions to, or removal of, Content from the Portal.

C. RESTRICTIONS ON USE

User agrees to use the Portal only for lawful purposes and in accordance with these Terms of Use and the applicable Program Terms. User agrees not to take any action that might compromise the security of the Portal, render the Portal inaccessible to others, or otherwise damage or interfere with the proper functioning of the Portal, the Content, or the rights of Alaris or any third party.

User further agrees: (i) not to change or delete any ownership notices from any materials downloaded, printed or otherwise obtained via the Portal; (ii) not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, post, transmit or sell any Content available through the Portal, unless expressly authorised in writing by Alaris or as explicitly permitted through the Portal; (iii) not to use the Portal or any Content for any purpose that is competitive with, or otherwise detrimental to, Alaris or its business; (iv) not to use the Portal to submit, upload or share any information (including customer or opportunity-related information) in a manner that is misleading, inaccurate, or in breach of any applicable law or contractual obligation; and (v) not to use the Portal in a way that creates, or purports to create, any rights, entitlements, exclusivity, or priority in relation to any opportunities, leads, or Program benefits beyond those expressly agreed by Alaris in writing. User may not mirror or frame the home page or any other pages of the Portal on any other website or web page and is prohibited from using any of the marks or logos appearing throughout the Portal, or on any Content, without the express written permission of the relevant trademark owner, except as permitted by applicable law.

D. ACCOUNTS

User will need an account within the Portal (an "**Alaris Account**") in order to access and utilise certain features of the Portal. User must use reasonable efforts to protect its Account credentials, including by keeping usernames and passwords confidential. User is responsible for all activity that occurs on or through its Account and for ensuring that any persons who access the Portal using its Account comply with these Terms of Use and the applicable Program Terms. User agrees to notify Alaris immediately of any unauthorised use of its Account.

The Portal (and certain related applications connected to it) uses Microsoft™ Azure™ Active Directory (AAD) B2B federated authentication. Alaris does not create or manage User credentials directly. Instead, access to the Portal is provided by either: (i) invite and link credentials from the Partner's Microsoft directory for use in the Portal, or (ii) prompt the User to create a new Microsoft™ account that will thereafter be used to access the portal.

Accordingly, password management (including password policies, resets, and security requirements) is not controlled by Alaris and is instead governed by the applicable Partner policies or Microsoft™ account settings. Alaris personnel do not have the ability to reset User passwords. To reset a password, Users must contact their organisation's IT department or,

where applicable, use Microsoft's password recovery tools. Users must use reasonable efforts to protect their accounts, including by keeping passwords and user names confidential. User is responsible for the activity on the Portal that happens on or through its account.

If accessing the Portal through a Microsoft account, Users may manage account settings, review sign-in activity, or report unauthorised use via the relevant Microsoft portals:

- <https://mysignins.microsoft.com/> (for organisational accounts); or
- <https://account.microsoft.com/security> (for personal Microsoft accounts).

User agrees to immediately notify Alaris of any unauthorised use of its Alaris Account.

Alaris may display certain User profile information (including name, company, title, profile image, and activity) within the Portal or across related systems or applications operated by Alaris or its service providers, in connection with the operation of the Program. Users may control the visibility of certain profile information through their Account settings, where such functionality is made available. Additional information about how Alaris uses and stores content and other data can be found in the Alaris Privacy Policy found at:

<https://www.kodakalaris.com/en/partners/partner-program-terms-conditions>

Users must access and sign in to their Account periodically (at least once every 12 months) to keep their Account active. Alaris reserves the right, at its sole discretion, to suspend or close inactive Accounts.

Where a User accesses the Portal using credentials provided by a Partner organisation, the Partner is responsible for managing such credentials, including disabling access when the User leaves the organisation or no longer requires access. The Partner must notify Alaris as soon as reasonably practicable where access should be revoked.

Users creation of and use of a Microsoft™ account is subject to the Microsoft™ [Services Agreement](#) and [Privacy Statement](#).

User is responsible for configuring its own information technology systems, devices, and software required to access the Portal and should use appropriate security and virus protection measures.

E. USER CONTENT

User agrees that any information it provides to Alaris, including but not limited to information regarding the User, potential business opportunities, and third-party customer information (the "**User Content**"), will be true, accurate, current, and complete. User further agrees to ensure that such User Content remains accurate, complete, and up to date at all times.

User acknowledges and agrees that it is solely responsible for all User Content submitted, uploaded, or otherwise made available through the Portal or in connection with the Program, and that such User Content may be used by Alaris in connection with the administration of the Program, including supporting customer opportunities, engagement activities, and related collaboration with partners.

User represents and warrants that it has obtained, and will maintain, all necessary rights, permissions, and lawful bases (including, where required, consents) under applicable data protection and privacy laws for the collection, use, and disclosure of any Personal Information included in the User Content. User further agrees that it has provided all required notices to relevant individuals, including informing them that their information may be shared with Alaris and used for the purposes described above, including for contact by Alaris where appropriate.

User acknowledges that submission of any User Content, including information relating to

potential opportunities or customers, does not create any obligation on Alaris to act on such information and does not grant User any exclusivity, priority, or entitlement in relation to such opportunities, customers, or any associated Program benefits, except to the extent expressly agreed by Alaris in writing.

F. INTELLECTUAL PROPERTY

All intellectual property rights in and to the Portal, the Content, and any materials made available through the Portal are owned by or licensed to Alaris, its affiliates, or its licensors, or are otherwise used with the permission of the relevant rights holder. Such materials are protected by applicable intellectual property laws, including copyright, trademark, and patent laws. All content on the Portal is a collective work under the United States and/or the United Kingdom and other applicable copyright laws and is the proprietary property of Alaris.

Alaris is a trademark of Kodak Alaris LLC. The “Kodak” trademark and trade dress are used under license from Eastman Kodak Company. All other trademarks and trade names are the property of their respective owners.

All Content available on the Portal is provided for informational and internal business purposes only in connection with the Program. Nothing in the Portal or these Terms of Use grants User any right, title, or interest in or to any intellectual property rights, except for a limited, non-exclusive, non-transferable, revocable right to access and use the Portal and Content in accordance with these Terms of Use and the applicable Program Terms.

To the extent Alaris provides any Partner recognition materials, badges, logos, or similar assets through the Portal or as part of the Program, such materials are made available for use solely in accordance with any applicable brand guidelines or instructions provided by Alaris from time to time. All such materials remain the property of Alaris (or its licensors) and may be withdrawn or modified at any time. Use of such materials must not create or imply any partnership, endorsement, exclusivity, or special status beyond that expressly communicated by Alaris.

All rights not expressly granted to User are reserved by Alaris and its licensors.

G. LINKS TO THIRD-PARTY WEB SITES

Links on the Portal to third-party websites or information are provided solely for convenience. By using such links, User will leave the Portal. Such links do not constitute or imply any endorsement, sponsorship, or recommendation by Alaris of the third party, the third-party website, or any information, products, or services contained therein, and should not be interpreted as being approved by Alaris.

Alaris has no control over, and is not responsible for, the content, availability, security, or policies (including privacy practices) of any third-party websites or resources. Access to and use of such third-party websites is at User’s own risk and subject to the applicable terms and conditions of such third parties.

H. PRIVACY AND COOKIES

The Kodak Alaris Partner Program Privacy Policy (the “Partner Program Privacy Policy”), , available at <https://www.kodakalaris.com/en/partners/partner-program-terms-conditions> is incorporated into these Terms of Use by reference. The Partner Program Privacy Policy describes how Alaris collects, uses, shares, and otherwise processes personal information in connection with the Portal and the Program, including the use of cookies and similar

technologies.

I. DISCLAIMER OF WARRANTIES

USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION.

The Portal, including the Content made available on or through the Portal, is provided "as is" and without warranties of any kind.

To the fullest extent permitted by law, Alaris disclaims all warranties, whether express, implied, statutory, or otherwise, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, in relation to the Portal, the Content, and any use of the Portal or Content.

Alaris does not represent or warrant that the Portal will be uninterrupted, secure, or error-free, that any defects will be corrected, or that the Portal or the servers that make it available are free of viruses or other harmful components.

Alaris does not make any representations or warranties regarding the security of the Portal. User acknowledges that information transmitted via the Portal may be intercepted by unauthorised third parties.

Alaris does not guarantee or promise any specific results from the use of the Portal or participation in the Program. Alaris further does not warrant that any content or files available for download from the Portal will be free from viruses, malware, or other harmful code.

J. LIMITATION OF LIABILITY

USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION.

IN NO EVENT WILL ALARIS NOR ITS AFFILIATES, SUPPLIERS AND/OR LICENSORS BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH: (I) THE USE OF OR INABILITY TO USE THE PORTAL OR THE CONTENT, OR PARTICIPATION IN THE PROGRAM; (II) ANY TRANSACTION OR ENGAGEMENT CONDUCTED THROUGH OR IN CONNECTION WITH THE PORTAL OR THE PROGRAM; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PORTAL AND/OR THE CONTENT; (IV) UNAUTHORISED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA; OR (V) ANY OTHER MATTER RELATING TO THE PORTAL, THE CONTENT, OR PARTICIPATION IN THE PROGRAM, EVEN IF ALARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF USER IS DISSATISFIED WITH THE PORTAL, THE CONTENT, OR WITH THESE TERMS OF USE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL.

ALARIS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE PORTAL OR TO USER'S DOWNLOADING OF ANY CONTENT OR FROM ANY WEBSITE LINKED TO IT.

THAT SAID, IF ALARIS IS FOUND TO BE LIABLE TO USER FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH USER'S (INABILITY TO) ACCESS AND/OR USE THE PORTAL, ALARIS' AGGREGATE LIABILITY FOR ANY ONE OR MORE CLAIMS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW BUT IN NO EVENT SHALL

EXCEED US\$100.00 OR £50.00, AS THE CASE MAY BE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

NOTWITHSTANDING THE ABOVE, NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS ALARIS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

K. INDEMNIFICATION

User understands and agrees that they are personally responsible for their own behaviour on the Portal. User agrees to indemnify, defend and hold harmless Alaris, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, liabilities, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages) and reasonable attorneys' fees, resulting from or arising out of: (i) use or misuse of the Portal, the Content, or the User Content; (ii) User's participation in the Program; (iii) violation by User of these Terms of Use, any applicable Program Terms, any applicable law, or the rights of any third party; or (iv) any User Content submitted, uploaded or shared by User.

L. UNSOLICITED IDEA SUBMISSION POLICY

Any unsolicited ideas sent to Alaris or anyone at Alaris, whether delivered via online posting, email, letter, or any other transmission medium: (1) the idea will automatically become the property of Alaris, without any compensation to User; (2) Alaris will have no obligation to return the idea to User or respond in any way; (3) Alaris will have no obligation to keep the idea confidential; and (4) Alaris may use the idea for any purpose whatsoever, including disclosing or providing the idea to others.

M. GENERAL PROVISIONS

1. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Alaris of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
2. Correction of Errors and Inaccuracies. The Portal, and in particular the Content, may contain typographical errors or other errors or inaccuracies and may not be complete or current. Alaris therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Alaris does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
3. Severability. If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use, or invalidate or render unenforceable such term or provision in any other jurisdiction.
4. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. See our Notice and Procedure for Making Claims of Copyright Infringement at legal@kodakalaris.com.
5. Notices. Any notices to be sent to Alaris in connection with these Terms of Use should be sent

to legal@kodakalaris.com.

6. Language. These Terms of Use are drafted in the English language. Alaris and the Partner / Member accept and approve the English version of these Terms of Use as controlling in any dispute between Alaris and the Partner / Member arising from or related to these Terms of Use. Any copies of these Terms of Use in any language other than English (including but not limited to those found in Appendix A) are provided as a courtesy only, and shall have no force or effect.
7. Choice of Law/ Choice of Forum. If User is resident of the U.S. or Canada, User agrees that these Terms of Use are governed in all respects by the laws of the State of New York, USA, without regard to its choice of law provisions, and that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to these Terms of Use shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Monroe County, New York, USA. If User resides outside of the U.S. or Canada, all disputes, claims and legal proceedings directly or indirectly arising out of the Terms of Use shall be subject to English law, 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 courts of England and Wales.

APPENDIX A COURTESY TRANSLATIONS

For your convenience, translations of the Alaris Partner Portal Terms of Use are available in Spanish, Portuguese, French, German, Italian, Turkish, Polish, Chinese and Japanese. Please note that these translations are provided for reference only and do not form a legally binding part of the Program Documents. In the event of any conflict between the English version of the Program Documents and a translation in any other language, the English version shall prevail.

To access a courtesy translation of the Partner Program documents referenced in this document, please refer to the applicable links.

[Portal para socios de Alaris Condiciones de uso](#)

[Portal de Parceiros da Alaris Termos de Utilização](#)

[Portail des partenaires Alaris Conditions d'utilisation](#)

[Alaris-Partnerportal Nutzungsbedingungen](#)

[Portale partner Alaris Condizioni d'uso](#)

[Alaris İş Ortağı Portalı Kullanım Koşulları](#)

[Portal partnerski Alaris Warunki korzystania](#)

[Alaris 合作伙伴门户使用条款](#)

[Alaris パートナーポータル 利用規約](#)

