

Alaris Partner Program General Terms and Conditions

A. MEMBERSHIP GENERALLY

1. Kodak Alaris Inc. and its affiliates (collectively, “**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, 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 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. Alaris has the right to change, limit, modify or cancel these General Terms and Conditions, Program Terms or any Program, and/or pricing of 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 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 Members to participate in the Program, directly or indirectly. 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. 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 Member accounts or take other action at its discretion, at any time with immediate effect and without notice or liability to any Member, if: (a) Alaris believes the Member has (i) violated any of these General Terms and Conditions or any Program Terms, (ii) failed to pay any invoices or accounts due to 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 Alaris or its employees; or (b) Alaris's provision of the Program and/or any associated benefits to a Member may violate any applicable laws to which Alaris is subject from time to time.

6. Nothing in these General Terms and Conditions or Program Terms will limit 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 Alaris, is provided to the Member for his or her individual use only, and shall not be shared with any third party. 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 Alaris determines that such use interferes with the Portals' operation or results in commercial benefits for other entities to 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, the Member will provide certain information to 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 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 Member with the opportunity to maximize the benefits of Membership. Alaris will only disclose Member information to: (i) the Kodak Alaris group of companies; (ii) Alaris third party suppliers in connection with the provision of the Portal; (iii) person(s) authorised by the Member; franchisees, fulfilment houses, email service providers and mail houses that process mail for such entities; and (iv) marketing companies that provide services to the Kodak Alaris group of companies, in each case for the following purposes: (i) in order to better service the Membership Account and preferences by keeping the Member informed of Account status and activities through printed or electronic statements; (ii) to assess entitlement to benefits; (iii) to collect and process Member charges incurred in Alaris facilities; (iv) to offer the Member additional products and services; (v) with Primary Users (as defined below) from your company (vi) If you choose to utilize the Deal Registration or Special Pricing features (as defined herein) of the Portal, to the third-party Partner with whom you elect to work (vi) to send periodic satisfaction or market research surveys. In choosing to become a Member, the 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. 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 Alaris in its sole discretion.
13. BY CREATING AN ACCOUNT AND/OR PARTICIPATING IN ANY PROGRAM, THE MEMBER AGREES THAT 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 PROGRAMME, 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 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. Members are responsible for complying with any law in the applicable jurisdiction in connection with such 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 Alaris. Thresholds to enable a Partner to qualify for a specific Membership Level and corresponding benefits are detailed in Appendix A hereto.
2. 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 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 Alaris of the assignment of a Primary User, 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, Partner (via its Members) will have the opportunity 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.

F. BENEFITS OF PROGRAM MEMBERSHIP

1. From time to time and at Alaris's sole discretion, 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 Alaris. Participation in Benefits is also subject to all other applicable rules, regulations, policies and procedures that 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, Alaris may, at its sole discretion, provide business leads ("**Leads**") to Partner to support Partner's sale of products and services offered by Alaris. Leads will be provided to Members via the Portal. After initial assignment of a Lead by 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, Alaris reserves the right to retract the lead and offer it to any other Partner participating in the program. Upon request from 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 Alaris, 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 Alaris products) are being met. If at any time the customer specified in the lead provides notice to Alaris that it no longer wishes to be contacted in connection with the purchase of products and services

offered by Alaris, 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, Alaris, at its sole discretion, may make make funding available to Partner to support Partner's efforts to promote and market products and services offered by Alaris ("**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, 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. 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. The Alaris and Partner / Member shall comply with applicable laws and regulations pertaining to creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Data. User shall comply with the [Kodak Alaris Data Processor Addendum & Standards](#) with regard to any Personal Data provided by Alaris that Partner Processes in connection with User's participation in the Program or use of the Portal. For the purposes of this Section H, "Personal Data" and "Processes" shall have the meaning set forth in Kodak Alaris Data Processor Addendum & Standards.

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. In the event of any inconsistency between these General Terms and Conditions and any Program Terms, these General Terms and Conditions shall prevail.
2. 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.
3. 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.

4. 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 Alaris in relation to Partner's use of the Portal and registration and creation of an Account.
5. These General Terms and Conditions are drafted in the English language. Alaris and the Partner / Member accept and approve the English version of these General Terms and Conditions as controlling in any dispute between 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 (including but not limited to those found in Appendix C) are provided as a courtesy only, and shall have no force or effect.
6. 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.
7. 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.

APPENDIX A

MEMBERSHIP LEVELS

1. A Partner may earn different membership statuses ("Membership Levels") depending on the Partner's activities as a channel partner of Alaris. Thresholds to enable a Partner to qualify for a specific Membership Level, and corresponding benefits, are detailed below.
 - a. **Registered (or Authorized) Partners.** Status as a Registered Partner is the base Membership Level for Partners. To become a Registered Partner, a Partner must simply create an Account on the Portal.
 - b. **Premier Partner.** Status as a Premier Partner requires a Partner that is a Registered Partner to: (i) place an aggregate of \$150,000 in orders with Alaris during the then-current calendar year; (ii) employ at least one Alaris-certified sales representative; (iii) employ at least one Alaris-certified technical support representative.
 - c. **Elite Partner.** Status as an Elite Partner requires a Partner that is a Premier Partner to: (i) place an aggregate of \$650,000 in orders with Alaris during the then-current calendar year; (ii) employ at least one Alaris-certified sales representatives; (iii) employ at least one Alaris-certified technical support representatives; (iv) employ at least one Product Manager; (v) register with Alaris a business plan, which shall be approved by Alaris in its sole discretion; and (vi) sell Services from Kodak Alaris.
2. Once a Partner reaches a specific Membership Level, such Partner will receive the benefits that are applicable to it at that time. Such benefits will be retroactively applied to the Partner for the then-current calendar year and will be available for the remainder of such calendar year. On April 1st of each year, the Membership Level for all Partners will be reset to Registered Partner status and the benefits associated with Premier and Elite Membership Level will no longer be available until a Partner meets the thresholds required for a specific Membership Level; provided, however, that all Partners will receive the marketing-specific benefits associated with such Partner's Membership Level in the prior calendar year.
3. The benefits applicable to each Membership Level are set forth below. Please contact your regional sales or marketing contact with Alaris with any questions.

<u>Membership Benefits</u>	<u>Membership Levels</u>		
	Registered	Premier	Elite
<u>Equipment Incentives</u>			
○ Deal Registration	X	X	X
○ Better Together		X	X
○ Churn the Base	X	X	X
○ Competitive Churn	X	X	X
○ Government	X	X	X
○ Sell Out Report		+	++
<u>Growth Incentives</u>			
○ Customized Training			X
○ Sales Person Incentive		X	X
○ Progressive Discounts		X	X
<u>Leads</u>			X
<u>Tools</u>			
○ Training	X	X	X
○ Sales Tools	X	X	X
○ Co-Branded		X	X
○ Co-email		X	X
○ Competitive Crush		X	X
<u>Others</u>			
○ Logo usage		X	X
○ Membership Plaque		X	X
<u>Support</u>			
○ Demo Pricing	X	X	X
○ Evaluation Units*			
<u>Business Development</u>			
○ MDF (discretionary, needs approval)			X
○ Dedicated Account Manager		X	X
<u>Customized Marketing</u>			
○ Special programs, tools, material			X
○ Participation to Exclusive Programs			X

* Under project review and deal registration.

APPENDIX B

ELIGIBLE COUNTRIES

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

Argentina, Brasil, Chile, Colombia, Mexico, Perú, Uruguay, Anguilla (United Kingdom), Barbados, Bermuda (United Kingdom), Cayman Islands (United Kingdom), Clipperton Island (France), Curacao (Netherlands), Grenada, Navassa Island (United States), Puerto Rico (United States), Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Sint Maarten (Netherlands), Suriname, Trinidad and Tobago, and the U.S. Virgin Islands (United States).

APPENDIX C

COURTESY TRANSLATIONS

For your convenience, translations of the Alaris Partner Program General Terms and Conditions, the Alaris Partner Portal Terms of Use, the Alaris Partner Program Privacy Policy, and the [Purposes](#) (“Program Documents”) are available in Spanish and Portuguese. Please be advised 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 read a courtesy translation of the Partner Program documents referenced in this document, please click the following links.

Para leer una copia de cortesía en español, haga clic:

- [Términos y condiciones generales del Programa para Socios de Alaris](#)
- [Política de privacidad del Programa para Socios de Kodak Alaris](#)
- [Condiciones de uso del Portal para Socios de Alaris](#)
- [Programa y portal para socios de Alaris propósitos de las comunicaciones](#)

Para ler uma cópia de cortesia em português, por favor clique:

- [Termos e Condições Gerais do Programa de Parceiros Alaris](#)
- [Política de Privacidade do Programa de Parceiros Kodak Alaris](#)
- [Termos de Uso do Portal de Parceiros Alaris](#)
- [Programa e Portal de Parceiros Alaris Finalidades das Comunicações](#)