TERMS AND CONDITIONS FOR THE SUPPLY OF SOFTWARE MAINTENANCE AND/OR ASSURANCE SERVICES

1. **APPLICATION:** (1) These terms and conditions for the supply of maintenance services (these "Conditions") apply to the provision of maintenance services for Software (as defined in the Software License) set out in a service contract quotation ("Software Support Services") by Kodak Alaris Belgium SA or any of its affiliates ("Alaris") to the customer named in a service contract quotation ("Customer"). (2) For the purposes of these Conditions, a service contract quotation once accepted shall be deemed to be binding. The service contract quotation, these Conditions, and the license to use the Software (together the "Contract") govern the supply of Software Support Services by Alaris. (3) Terms used in these Conditions shall have the meaning as prescribed herein or as set out in the Contract. (4) If there is a written agreement signed by both parties relating to the transaction to which these Conditions apply, the terms and conditions of the signed written agreement shall prevail to the extent they are inconsistent with these Conditions. (5) Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify these Conditions or bind Alaris, and are expressly excluded unless Alaris has expressly agreed in writing to their inclusion. If applicable, special terms of business are set out in Alaris catalogues, price lists, or other literature. (6) No terms and conditions which may be implied by trade, custom or practice or course of dealing will apply to the provision of Software Support Services.

2. **TERM:** (1) The provision of Software Support Services shall commence on (i) the start date as set out in the service contract quotation; or (ii) where no date is specified, a date to be mutually agreed between the parties following acceptance of the service contract quotation. (2) The provision of Software Support Services and shall continue in force until (i) the end date as set out in a service contract quotation; or (ii) until the completion of the Software Support Services in the case of Software Support Services rendered on a time and materials basis pursuant to a service contract quotation unless and until terminated in accordance with these Conditions (the "Term").

3. **SUPPLY OF SOFTWARE SUPPORT SERVICES:** (1) During the Term, Alaris shall supply the Software Support Services to the Customer at the service location set out in the service contract quotation. (2) Alaris shall use all reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Software Support Services. (3) Alaris shall have the right to make any changes to the Software Support Services which are necessary to comply with any applicable law or safety requirement and/or which do not materially affect the nature or quality of the Software Support Services, and Alaris shall notify the Customer in any such event. (4) In the event additional equipment is added to the Customer portfolio, additional Software Support Services will be provided at the then current rates of Alaris.

4. **SERVICE LIMITATIONS:** (1) Unless specifically set out in the Contract, the following are excluded from the scope of the Software Support Services: (i) operating system services (e.g. database maintenance/recovery, product integration or application support); (ii) system administration services (e.g. system restarts, error monitoring and reporting, restoration of database); (iii) network system administration (e.g. installation of new software, resolution of network issues, system maintenance); (iv) consultation services; (v) version release or software support to any other product; (vi) Software installation, set-up, configuration or other non-repair services; (vii) training; (viii) version releases, modifications and updates not provided for in the Contract; and (ix) upgrades or new versions of the Software, which for the avoidance of doubt are charged at Alaris' current price list. (2) Nothing in this Section shall prevent Alaris from providing a costs estimate on a time and materials basis in relation to the matters set out above. (3) Alaris shall have no obligation to provide the Software Support Services where errors, faults or issues arise from: (i) the misuse, incorrect use or damage to the Software from whatever cause (other than any act or omission of Alaris), including failure or fluctuation of electrical power; (ii) failure to maintain the necessary environmental conditions for the Software; (iii) use of the Software in combination with any equipment not provided by Alaris or designated by Alaris for use with the Software; and (iv) the Customer's use of an older version of the Software which is not the latest version of the Software made available by Alaris.

5. **CUSTOMER'S OBLIGATIONS:** (1) The Customer shall (i) manage initial problem solving assistance to users at the service location; (ii) ensure, where required by Alaris, that at all times the Software, and any Alaris product or component operating or interconnected with the Software, is covered by warranty or the same level of service that is provided under the Contract; (iii) co-operate with Alaris in all matters relating to the Software Support Services and provide Alaris with such information and materials as Alaris may reasonably require and ensure that such information is accurate in all material respects, (iv) designate an authorised person to manage requests relating to the Software Support Services; (v) perform appropriate problem analysis and corrective actions by following trouble shoot instructions and remedial actions as prescribed by Alaris; (vi) install software version updates, maintenance upgrades and patches as soon as reasonably possibly after receipt from Alaris; (vii) not permit any person other than Alaris or an Alaris service representative duly certified by Alaris to undertake any repair or maintenance to the Software; (viii) have a telephone available in the work area at the service location to enable remote support; and (ix) keep full back ups of its data and be responsible for any restoration.

6. **PRICES:** (1) Alaris may vary prices at any time without notice. (2) Unless Alaris has agreed a fixed price, Software Support Services are provided at the then current prices on the date Alaris accepts an order. (3) All prices are exclusive of any applicable VAT.

7. **PAYMENT TERMS AND INTEREST:** (1) All prices are based on the assumption that the Software (i) has been maintained up to the start date and (ii) has not been modified. Alaris reserves the right to make additional charges if these assumptions are incorrect. (2) The contract price is paid annually in advance unless otherwise specified in the Contract. (3) All other charges will be invoiced in arrears and become due and payable as specified in the invoice. (4) Time for payment is of the essence. (5) Unless otherwise agreed, all payments shall be rendered by electronic funds transfer. (6) Alaris may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice. (7) Alaris may charge interest on any overdue amounts at the interest rate and compensation on any overdue amounts in accordance with permitted laws from the due date until Alaris receives payment.

8. **WARRANTY:** (1) Alaris warrants that (i) the Software Support Services will be provided using reasonable care and skill; (ii) it has the right to provide the Software Support Services to the Customer; and (iii) during the Term, the Software Support Services will be provided in accordance with the terms and scope of the relevant Contract. (2) All warranties, conditions or other terms (whether express or implied by statute, common law or arising from conduct or a previous course of dealing or trade custom or usage) as to quality, fitness for any particular purpose, merchantability, are to the fullest extent permitted by law, excluded from the Contract. (3) Alaris' warranty shall not apply in relation to any defect arising from (i) the acts, omissions, negligence or defaults of the Customer or the Customer's employees, agents or customers; (ii) failure by the Customer to implement or procure the implementation of recommendations in respect of, or solutions to errors, in the Software advised by Alaris; (iii) wilful damage; (iv) any maintenance of the Software by any person other than Alaris or its designees or without Alaris' prior written consent; (v) any failure, fault, accident, neglect or misuse of equipment, software or media not supplied by Alaris; and (vi) any breach of Customer's obligations under the Software License, howsoever

arising. (4) Customer is not entitled to cancel or withdraw from any Contract or withhold payment of invoices or make deductions on account of Software Support Services claimed to be defective.

9. **LIMITATION OF LIABILITY:** (1) If not expressly provided for otherwise in these Conditions, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall Alaris be liable for any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay or any indirect, special, incidental or consequential loss or damage whatsoever. (2) Alaris' sole obligation and liability for breach of the warranty set out in Section 8 (1) above, is for Alaris to use commercially-reasonable efforts, at Alaris' expense, to replace software media or modify the Software so that the warranty specified under Section 8 (1) is true. In the event of a warranty claim, Customer shall be responsible for the removal of any defective Software and subsequent replacement of any replacement Software. (3) Subject to (1) and (2), Alaris' aggregate liability for all other claims, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall be limited to the total price paid by the Customer for the specific Software giving rise to the claim in the 12 months prior to the claim in which the loss or damage occurred. (4) Nothing in the Contract shall be deemed to exclude or limit Alaris' liability in respect of: (i) Loss or damage caused by wilful intent or gross negligence of Alaris or Alaris' officers, employees, agents or contractors; (ii) Injuries to or death of any person, caused by Alaris or Alaris' officers, employees, agents or contractors; or (iii) any other liability which cannot be excluded at law. (5) Any claim for loss or damages, save for in relation to a claim pursuant to (4) must be notified to Alaris within twelve (12) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.

10. **INTELLECTUAL PROPERTY:** (1) Customer acknowledges that all intellectual property rights meaning all inventions, patents, registered designs, design rights, database rights, copy rights know-how, trademarks, trade secrets and all other intellectual property rights, and the applications for any of the same and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world ("Intellectual Property Rights") in the Software Support Services shall belong to Alaris or the relevant third-party owners (as the case may be). (2) Customer shall not cause or permit any third party to cause any damage or endanger the Intellectual Property Rights of Alaris.

11. **INDEMNIFICATION:** (1) Without prejudice to any other rights of Alaris, Customer shall indemnify Alaris for any loss suffered by Alaris (including reasonable legal fees and costs) by reason of any use by Customer, Customer's employees, agents or customers, whether arising directly or indirectly, of the Software other than in accordance with the Contract. (2) Customer shall further indemnify and hold Alaris harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any third-party additional terms howsoever arising. (3) In the event of a claim, or notification of an intention to make a claim, which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), Customer shall: (i) as soon as reasonably practicable, give written notice of the Claim to Alaris specifying the nature of the Claim in reasonable detail; and (ii) not make any admission of liability, agreement or compromise in relation to the Claim (4) Customer shall not, except with the prior written consent of Alaris, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to Alaris and its affiliates a release from all liability and blame with respect to the Claim.

12. **SUSPENSION AND TERMINATION:** (1) If Alaris' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"), Alaris shall without limiting its other rights or remedies have the right to suspend performance of the Software Support Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations (to the extent the Customer Default prevents or delays Alaris' performance of any of its obligations). (2) Alaris shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Alaris' failure or delay to perform any of its obligations as set out in the Contract; and the Customer shall reimburse Alaris on written demand for any costs or losses sustained or incurred by Alaris arising directly or indirectly from the Customer Default. (3) Without prejudice to its other rights, Alaris may terminate the Contract or in its sole discretion suspend performance of the Software Support Services immediately by written notice to the Customer in the event that (i) Customer fails to pay any sums due under the Contract; (ii) Customer breaches any terms of the Contract, including failure to install software updates, maintenance upgrades and patches as soon as reasonably possible; (iii) Customer is unable to pay its debts as they fall due, passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, enters into a receivership or liquidation or otherwise ceases to carry on business or an analogous event occurs to Customer in any jurisdiction; or (iv) an event pursuant to Section 15.2 or pursuant to Section 17.6 where such event has persisted for more than 14 days.

13. **CONFIDENTIAL INFORMATION:** (1) All non-public, confidential or proprietary information of Alaris, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Alaris in connection with the Contract, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," shall be deemed to be confidential, to be used solely for the purpose of performing under the Contract and may not be disclosed or copied unless authorized in advance by Alaris in writing. (2) Upon Alaris' request, Customer shall promptly return all documents and other materials received from Alaris and delete any copies made thereof. (3) Alaris shall be entitled to apply for injunctive relief for any violation of this Section. (4) This Section does not apply to information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; (iii) rightfully obtained by Customer on a non-confidential basis from a third party; or (iv) is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, provided that the receiving party shall use all reasonable endeavours to give the disclosing party as much written notice of the disclosure as it reasonably can to enable the disclosing party to seek a protective order or other action protecting the confidential information from disclosure.

14. **DATA PROTECTION:** (1) Each party will comply with its obligations in terms of laws and regulations relating to the protection or disclosure of personal data, sensitive data or such other data which is deemed to be 'personal' pursuant to applicable data protection law in force from time to time. (2) Each party shall indemnify, defend and hold the other party harmless against claims resulting from or in connection with the indemnifying party's non-observance or insufficient observance of such obligations or any of its obligations in this Section 14.

15. **MAJOR BUSINESS CHANGE:** (1) If in the reasonable opinion of Alaris there is or is likely to be a major change in the business operations of Alaris or the Customer which has or could have an adverse impact on the viability of the provision of the Software Support Services to be supplied to the Customer ("Major Business Change"), Alaris shall notify the Customer and Alaris and the Customer shall meet and discuss in good faith whether the provisions of any Contract between Alaris and the Customer needs to be varied. (2) In the event that the parties cannot agree in good faith on such contract variations within a period of 30 days of the parties meeting, then either party has the right to terminate the Contract between them. (3) Unless otherwise agreed by Alaris and the Customer in writing, the rights and obligations of the parties which have arisen prior to termination shall not be affected and shall stay in full force and effect. For the avoidance of doubt, with effect from the date of termination, Alaris shall have no obligation to supply or deliver the Software Support Services under the relevant Contract anymore. (4) Neither party will be entitled to claim or receive compensation from the other party by reason of the operation of this Section.

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16. **ANTI-BRIBERY:** (1) In this Section, Anti-Bribery Laws means any anti-corruption, anti-bribery or anti-kickback laws or regulations of the laws in the country where the Software Support Services are being performed (the "Country Laws"), the Bribery Act and/or the FCPA; Associated Person means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on that entity's behalf in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors; Bribery Act means the UK Bribery Act 2010 (as amended from time to time); and FCPA means the US Foreign Corrupt Practices Act 1977 (as amended from time to time). (2) Customer shall not, and shall procure that its Associated Persons do not, in connection with the performance of its obligations under the Contract, engage in any activity which (i) constitutes an offence under Country Laws; (ii) would constitute an offence under the FCPA if it were carried out in the US; or (iii) would constitute an offence under the Bribery Act if it were carried out in the UK. (3) Breach of this Section shall constitute a breach not capable of remedy and, without prejudice to any other remedy, entitle Alaris to terminate the Contract immediately. (4) Customer shall from time to time, at the reasonable request and reasonable cost of Alaris: (i) confirm in writing that it has complied with its obligations under this Section and provide any information reasonably requested by Alaris in support of such compliance; and (ii) permit Alaris to have such access to Customer's books, accounts and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with this Section, and to meet with Customers' personnel as are relevant to the Contract to audit such compliance. (5) Customer shall promptly report to Alaris in writing upon becoming aware that it or any of its Associated Persons: (i) have received any request or demand for any undue financial or other advantage in connection with the performance of the Contract; or (ii) are the subject of any actual, pending or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Anti-Bribery Laws. (6) Customer shall indemnify Alaris against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Alaris as a result of any breach of this Section by Customer.

17. **MISCELLANEOUS:** (1) Any notices sent to Alaris under these Conditions shall be sent to the attention of the Legal Department at legal@Kodakalaris.com. (2) Provisions of these Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Conditions. (3) If any term, provision or part thereof of these Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. The invalid or unenforceable provision shall be replaced by a provision which comes closest to the economic effect of the invalid/unenforceable provision. (4) No waiver by Alaris of any of the provisions of these Conditions is effective unless explicitly set forth in writing and signed by Alaris. (5) No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. (6) Neither party shall have any liability for a failure to meet its obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of the affected party and the period of time to fulfil any obligations (save for obligations to make payment) shall be correspondingly extended. (7) Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Conditions without the prior written consent of Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. Alaris may at any time assign or transfer any or all of its rights or obligations under these Conditions without Customer's prior written consent to any affiliate or to any person acquiring all or substantially all of Alaris' assets. (8) The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract. (9) The Contract does not and is not intended to give rights, or any right to enforce any of its provisions to anyone who is not a party to it. (10) The relationship between the parties is that of independent contractors. Nothing contained in these Conditions or any purchase order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. (11) Subject to the terms of any signed written agreement which shall prevail, the Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter. (12) Each party acknowledges to the other that it has not been induced to enter into the Contract nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person. (13) All amounts due to Alaris shall be paid in full without any deduction or withholding and the Customer shall not assert any set-off or counterclaim against Alaris to justify withholding payment in whole or in part. (14) Without waiver or limitation of any of its rights or remedies where Alaris has incurred any liability to the Customer, whether under the Contract or otherwise, Alaris may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by the Customer to Alaris. (15) Alaris reserves the right to alter or amend the Contract or any special terms generally or for any particular class of Software Support Services by written notice to the Customer. (16) All matters arising out of or relating to the Contract shall be governed by and construed in accordance with the laws of Brussels, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to the Contract shall be brought in the Belgian courts located in Brussels, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The application of the United Nations Convention for the International Sale of Goods (CISG) is excluded.

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