

END USER LICENSE AGREEMENT

Please read this End User License Agreement (this “**EULA**”) carefully before installing or using the software to which this EULA relates (the “**Software**”), including but not limited to Info Input Express, Capture Pro, Info Input Solution (both the transactional version and batch version), Alaris Asset Management, Alaris Smart Touch software, and any other software provided or otherwise made available to you by Kodak Alaris for business purposes that is not expressly subject to a separate license agreement.

By executing an order for the Software, the Ordering Activity under GSA Schedule contracts identified in the Purchase Order (“you”) agree to be bound by this EULA and you represent and warrant that: (i) if you are an employee, representative or other agent of a corporation, government agency, or other organization or legal entity using the Software in connection with the organization’s activities, you have the right, power and authority to enter into this EULA on behalf of the organization or entity and bind the organization or entity to the terms of this EULA, or (ii) if you are an individual using the Software for your own purposes, you are 18 years of age or older and otherwise have the legal capacity to enter into a binding agreement. If you do not agree to the terms of this EULA, do not install or use the Software or any related documentation for any purpose.

Kodak Alaris reserves the right to amend and update the non-material terms and conditions of this EULA in its sole discretion at any time without prior notice. Your continued use of the Software following any such amendment constitutes your agreement to be bound by the non-materially updated EULA, which will be made available on Kodak Alaris’s website at: <http://legal.kodakalaris.com>. Any reference to this EULA shall be deemed to mean this EULA as amended and updated from time-to-time.

If you have been provided the Software from within the European Economic Area, the Software is licensed to you by Kodak Alaris Limited, and if you have been provided the Software from any other jurisdiction, the Software is licensed to you by Kodak Alaris Inc. As used in this EULA, the term “**Kodak Alaris**” refers to Kodak Alaris Inc. or Kodak Alaris Limited, as applicable.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, NO LICENSE IS GRANTED UNDER THIS EULA (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE), AND THIS EULA EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE SOFTWARE.

- 1. GRANT OF LICENSE.** Subject to and conditioned upon your strict compliance with all the terms and conditions set forth in this EULA, Kodak Alaris grants you a non-exclusive, non-transferrable, non-sublicensable (except with respect to duly authorized sub-users) limited license to use the Software during the Term solely for the purposes specifically identified or contemplated in the applicable order, invoice, or other documentation or specifications provided by Kodak Alaris as an intended use, and in any case, except to the extent otherwise agreed by Kodak Alaris in a signed writing, solely in connection with your own internal business purposes (which may include business process outsourcing services, managed services to an end-user client or similar service offerings), and not in connection with any software-as-a-service or standalone software offering. With respect to any Software for which Kodak Alaris limits the number of instances you may install, run or otherwise use at the same time or charges a license fee each instance of the Software, you must obtain additional licenses to use any additional instances beyond the first instance or such greater number of instances as you may have paid for. The license granted hereunder does not grant you any rights to future updates, upgrades or supplements to the Software which may become available in the future. If updates, upgrades or supplements are provided to you by Kodak Alaris, use thereof is governed by this EULA. The Software may be subject to other third-party provider terms and conditions, which you hereby acknowledge. **Nothing herein shall bind the you to any third party terms unless the terms are provided for review and agreed to in writing by all parties.** Information related to third-party provider terms and conditions applicable to the particular Software to which this EULA relates can be found on Kodak Alaris’s website at: <http://legal.kodakalaris.com>. All rights not specifically granted herein are reserved. No rights to use any of Kodak Alaris’s or its licensors’ names, logos or trademarks are granted in this EULA. This EULA is not for the sale of the Software or any other intellectual property. All right, title and interest in and to the Software and any related documentation (including all intellectual property rights therein) is held by Kodak Alaris or its licensors.
- 2. RESTRICTIONS ON USE.** You shall not (i) reverse engineer, decompile or disassemble the Software; (ii) modify, adapt, alter, translate or create derivative works of the Software; (iii) merge or integrate the Software into any third-party software or solutions, except as expressly specified as an intended use in the applicable order, invoice, or other documentation or specifications provided by Kodak Alaris (in particular with respect to Info Input Express, Capture Pro and Info Input Solution (both the transactional version and batch version)); (iv) combine or subject the Software to the terms of any Open Source license

(as that term is defined by the Open Source Initiative from time to time, currently published on its website and found at: <http://www.opensource.org/osd.html>) which would cause the Software to become subjected to or licensed under the terms of such Open Source license; (v) extract any data or content from the Software; (vi) copy or distribute the Software in any way other than as permitted by this EULA or as required by law, including but not limited to sublicensing, renting, loaning or leasing the Software to any third party, or (vii) otherwise use the Software in any way not permitted by this EULA. In the event that the Software is provided to you solely for internal testing and evaluation, then in no event shall you use the Software for commercial or revenue generating purposes. You shall (x) protect the Software from unauthorized disclosure using at least the same degree of care you use to protect your own software source code and proprietary information; (y) securely store all copies of the Software at all times and in any form; and (iii) notify Kodak Alaris in writing of any unauthorized disclosure of or access to the Software of which you become aware.

3. **MAINTENANCE.** For certain Software, you will have either the option or the obligation to purchase maintenance services from Kodak Alaris. If you have paid a maintenance fee for qualifying Software, the following terms and conditions shall also apply for the term for which payment has been made unless the maintenance services or this EULA are terminated earlier. During the term maintenance services are being provided, Kodak Alaris may make updates to the Software available to the general public or its customers free of charge that contain error corrections and/or new or enhanced functionality. As part of the maintenance services, you will have the right to receive any such updates released during the effective term for maintenance services. This right does not extend to any upgrades, separate modules or future product that Kodak Alaris develops and licenses as a separate product or does not release to the general public or its customers free of charge. You are solely responsible for the installation and implementation of any updates or new versions of the Software and any data conversion required in connection therewith.
4. **DATA AND PRIVACY.** The Software may request or collect certain limited information about you when you use the Software. The Software may also collect information regarding what content you send through the Software and who you send it to (“**Transmission Data**”). The Software may also use cookies or other passive tracking mechanisms and tools to collect information to facilitate your use of the Software. Kodak Alaris reserves the right, whether by Kodak Alaris or a third party, to collect aggregated non-personal data from all users of the Software relating to, for example, the number of times a user has launched or logged into the Software, the specific features of the Software utilized by a user and the types and frequency of errors with the Software that occur (“**Aggregate Data**”). Kodak Alaris will use Aggregate Data to assess overall use of the Software by customers to determine how the Software is being used, and how to improve, enhance and develop the Software and other existing or new products. Kodak Alaris may also share Aggregate Data: (i) with vendors who assist in providing and developing products and services, (ii) with third-party business partners with whom Kodak Alaris provides joint promotions, (iii) if Kodak Alaris believe it is permitted by law or if doing so will not violate the law or its contractual obligations; (iv) or if Kodak Alaris believe it is otherwise necessary to protect Kodak Alaris’s rights or property, or is necessary to protect the interests of other users of the Software. Kodak Alaris may share Aggregate Data and Transmission Data: (i) with its affiliates, (ii) in the case where Kodak Alaris determines in its discretion that such sharing is necessary to comply with applicable legal requirements or requests of a governmental authority with proper jurisdiction, and (iii) if Kodak Alaris believes it may mitigate its liability in an actual or potential lawsuit. In the unlikely event that all or part of Kodak Alaris’s businesses are sold or otherwise transferred to a third party, Kodak Alaris will transfer the relevant Aggregate Data and Transmission Data to the new owner of the transferred business. Kodak Alaris will notify You as promptly as possible under the circumstances and without unreasonable delay, of any security breach involving the Data covered by this Agreement.
5. **TERM AND TERMINATION.** The effective term of this EULA and the license granted hereunder (the “**Term**”) shall commence as of the date of your first installation or use, and shall remain in force until: (i) terminated, or (ii) for any Software provided on a subscription basis or for which use of the Software is otherwise subject to time limitations, until such subscription or time limitation expires. You may terminate it at any time by ceasing use of the Software. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Kodak Alaris shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination or expiration of this EULA for any reason, you agree to uninstall and remove the Software from all locations and delete or destroy all copies thereof in any form. Provisions of this EULA which, by their express terms or nature and intent, should remain in effect beyond the Term, shall survive termination or expiration of this EULA.
6. **OWNERSHIP.** Title to and all intellectual property rights and ownership rights in and to the Software shall remain with and vested in Kodak Alaris and its affiliates and its and their respective licensors. You acquire only a license to use the Software,

and no ownership or other interest therein. You acknowledge that the Software in source code remains a confidential trade secret of Kodak Alaris and agree to protect it as required by this EULA and applicable law, and in any case using no less than commercially reasonable standards of protection common in the industry.

7. **LICENSEE RESPONSIBILITIES.** You agree to comply with and abide by all applicable laws and regulations, including but not limited to all laws relating to intellectual property (including copyright laws, trademark laws, patent protections, laws relating to trade secrets, and all other similar laws and protections). You assume responsibility for operation of the Software, and for the installation, use, and results obtained from the Software. You represent and warrant that you possess the legal right and ability to agree to the terms of this EULA, and that you have proper rights to all information or material that you transmit through the Software, including login credentials where applicable.
8. **LIMITED WARRANTY.** Solely with respect to Software for which Kodak Alaris receives a license fee, Kodak Alaris warrants that for a period of sixty (60) days following the purchase of such license, the Software, when properly installed on systems meeting all applicable requirements and when operated in accordance with its specifications, will perform substantially in accordance with, and contain the material functionality described in, the applicable specifications.

KODAK ALARIS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KODAK ALARIS, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE PORTIONS OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM TIME TO TIME.

9. **LIMITATION OF LIABILITY.** Your use of the Software is entirely at your own risk. Under no circumstance will Kodak Alaris or its affiliates, or any of its or their licensors, suppliers, dealer, employees, representatives or agents be liable to you on account of your use or misuse of, or reliance on, the Software.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL KODAK ALARIS OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS, SUPPLIERS OR DEALERS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR DATA OR COST OF RECONSTRUCTION OF SUCH DATA, LOSS OF GOODWILL OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, KODAK ALARIS'S AND ITS AFFILIATES'S, AND ITS AND THEIR LICENSORS, SUPPLIERS AND DEALERS, COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE SOFTWARE, THIS EULA AND THE SUBJECT MATTER HEREOF, FOR ALL CLAIMS RELATING THERETO OF ANY KIND AND UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, MISREPRESENTATION (OTHER THAN STRICT FRAUD), STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO KODAK ALARIS FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM. IN THOSE JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, KODAK ALARIS'S LIABILITY SHALL BE LIMITED OR EXCLUDED TO THE MAXIMUM EXTENT ALLOWED BY LAW IN THOSE JURISDICTIONS. NOTHING IN THIS EULA SHALL BE DEEMED TO EXCLUDE OR LIMIT KODAK ALARIS'S LIABILITY IN RESPECT OF: (I) LOSS OR DAMAGE CAUSED BY WILFUL INTENT OR GROSS NEGLIGENCE OF KODAK ALARIS OR ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS; (II) INJURIES TO OR DEATH OF ANY PERSON CAUSED BY KODAK ALARIS OR KODAK ALARIS' OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

10. **RESERVED.**

11. **EXPORT.** You may not use or otherwise export or re-export the Software except as authorized by United States law and laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (i) into, or to a national or resident of, any U.S. embargoed countries (including without limitation Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
12. **EUROPEAN COMMUNITY PROVISIONS.** If you obtained this Software within a country of the European Community, nothing in this EULA shall be construed as restricting any rights available under the European Community Software Directive (91/250/EEC).
13. **FEDERAL USERS AND ACQUISITIONS.** This Section applies to all acquisitions of the Software by or for the federal government of the United States, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (October 2004) consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212 and clause 52.227-14. If you are in the U.S. Government or any agency or department thereof, the Software is licensed (i) only as a commercial item and (ii) with only those rights as are granted hereunder. The Software is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (b)(3) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Rights in Data at 48 CFR 52.227-14, as applicable.
14. **ECONOMIC SANCTIONS.** You shall comply with all applicable laws, regulations and rules administered by any governmental authority, agency, regulatory body or other entity exercising regulatory powers or functions, including but not limited to the United Nations Security Council, the United States of America (including the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the United States Department of State), the European Union, the United Kingdom, Her Majesty's Treasury, Hong Kong, the Hong Kong Monetary Authority or other sanctions authority, imposing trade, economic or financial sanctions or trade embargoes ("**Economic Sanctions**"). You agree that you shall not and shall not permit any third parties acting on your behalf to, directly or indirectly, participate in any transaction involving: (i) any country, territory or other jurisdiction that is subject to any Economic Sanctions, (ii) any person that is the target or subject of any Economic Sanctions, or (iii) any violation of any Economic Sanctions. Without limiting the generality of the foregoing, you have not and shall not, directly or indirectly, use the Software or otherwise conduct business with any third parties or deal in any materials, goods or components thereof that are located in or derived from any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions, and expressly acknowledge that you shall not, directly or indirectly, order, trade, sell, otherwise dispose or engage in any economic activity in: (1) Iran; (2) Sudan; (3) North Korea; (4) Syria; (5) Cuba; (6) Belarus; (7) Zimbabwe; (8) Myanmar (Burma); (9) the Crimea and Sevastapol Regions (Ukraine); and (10) the military/defence/energy sectors in Russia.
15. **ANTI-BRIBERY.** You shall comply with all requirements and prohibitions of any anti-corruption, anti-bribery or antikickback laws or regulations: (i) in the jurisdiction in which the Software was obtained, (ii) of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), (iii) of the 2010 Bribery Act of the United Kingdom (the "UK Bribery Act"), and (iv) in any other jurisdiction applicable to your use of the Software, in each case as amended and otherwise in effect from time to time (collectively, the "**Anti-Corruption Laws**"). You represent and warrant that you are familiar with, have conducted and as of the date hereof do conduct your business in accordance with all Anti-Corruption Laws, and in connection with your obtaining, installing and using the Software, and complying with and performing your obligations under this EULA, neither you nor any of your employees, representatives or agents have nor will engage in any activity which would constitute an offence under the FCPA if it were carried out in the United States or any activity which would constitute an offence under the UK Bribery Act if it were carried out in the United Kingdom. You shall promptly report to Kodak Alaris in writing upon becoming aware of any actual or suspected breach of this Section, or any actual, pending or threatened regulatory investigation in relation thereto or otherwise with respect to Anti-Corruption Laws.
16. **COMPLIANCE.** During the Term and for six (6) months thereafter, Kodak Alaris may request information or conduct an inspection to ensure your compliance with the terms of this EULA. You shall reasonably cooperate with such information request or inspection and provide access to relevant records, systems, equipment, information, and personnel, and Kodak Alaris will use reasonable efforts to not unreasonably interfere with your business operations.
17. **MISCELLANEOUS.**

17.1 Entire Agreement. This EULA constitutes the entire agreement between you and Kodak Alaris with respect to the Software and the subject matter hereof, and supersedes all other communications, understandings or agreements, written or oral, with respect to the Software and such subject matter.

17.2 Notices. Any notices sent to Kodak Alaris under this EULA shall be sent to the attention of the Legal Department at legal@kodakalaris.com.

17.3 Governing Law. This EULA is governed by the Federal laws of the United States. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.

17.4 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

17.5 Assignment. You shall not assign, transfer, delegate or subcontract any of its rights or obligations under this EULA without the prior written consent of Kodak Alaris. Any purported assignment or delegation in violation of this Section shall be null and void.

17.6 Relationship. The relationship between the parties is that of independent contractors. This EULA 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 this EULA.

17.7 Waiver. No waiver by Kodak Alaris of any of the provisions of this EULA is effective unless explicitly set forth in writing and signed by Kodak Alaris. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA 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.

******END OF DOCUMENT******