

END USER LICENSE AGREEMENT

Please read this End User EULA Agreement (“EULA”) carefully before installing or using the Software (defined below, including: Info Input Express; Capture Pro; Info Input Solution (transactional/non-transactional); Kodak Alaris Asset Management (together the “Software”).

“You” means either (a) in the case of an individual the person over the age of 18 entering into this EULA or (b) in the case of a corporation (or other legal entity) the party for whom this EULA is being agreed to on behalf of an authorized person having authority to bind the party.

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By installing or using the Software, you agree to be bound by this EULA. Kodak Alaris reserves the right to amend this EULA at any time without prior notice. Your continued use of the Software following any such modification constitutes your agreement to follow and be bound by the EULA as modified. The EULA constitutes the entire agreement between you and Kodak Alaris with respect to the subject matter hereof and supersedes all other communications, written or oral, with regards to the Software. If you do not wish to be bound by this EULA, please do not install or use the Software.

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3. MAINTENANCE. You may purchase maintenance for an initial annual maintenance term or such other time period that is acceptable to Kodak Alaris and agreed in writing. Maintenance is mandatory in the case of some software products and such requirement will be notified to you. If you have paid the maintenance fee for the licensed Software, the following terms and conditions shall also apply. Maintenance entitlement, where purchased shall begin on the date the licenses are granted and shall continue for the term for which payment has been made unless terminated sooner. During this term, Kodak Alaris may make updates available to the public that may contain error corrections and/or new or enhanced functionality. You shall have the right to receive these updates of the Software that are released to Kodak Alaris’s customers during this term for the applicable

Software. This right does not extend to any module, option, future product that Kodak Alaris develops and licenses as a separate product and not for release to customers in general as part of maintenance services. You are responsible for the installation and implementation of any new version and any required data conversion.

4. **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 in order to facilitate your use of the Software. We reserve 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”). We will only use the Aggregate Data to assess the overall use of the Software by customers in order to determine how the Software is being used and how it and other products can be improved. Kodak Alaris may share Aggregate Data with vendors who assist us in providing its products and services; with third party business partners with whom we provide joint promotions; with our affiliated companies, including any parent or subsidiaries of Kodak Alaris; and we may share your Aggregate Data if we believe it is necessary to comply with legal process (such as a court order, subpoena, search warrant, etc.), or other legal requirements of any governmental authority; if we believe it would potentially mitigate our liability in an actual or potential lawsuit; if we believe it is permitted by law or if doing so will not violate the law; or if we 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. In the unlikely event that all or part of our business is sold or acquired by a third party, we will transfer the Transmission Data and the Aggregate Data to the new business owner.

5. **TERMINATION.** This EULA shall remain in force until terminated. You may terminate it at any time by ceasing use of the Software. Alaris shall be entitled to terminate the EULA immediately if you fail to comply with any term or condition of this EULA. Upon termination, for any reason, you agree to destroy the Software together with all copies in any form. Provisions which, by their nature, should remain in effect beyond termination of this EULA shall survive. Kodak Alaris may terminate this EULA, at any time, without cause, with 60 days written notice.

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10. **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 (a) 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.

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11. **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).

12. **FEDERAL ACQUISITIONS.** This Section applies to all acquisitions of the Software by or for the federal government, 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 48 C.F.R. 227.7202-1, 227.7202-3, 227.7202-4 (October, 2004). If you are in the U.S. Government or any agency or department thereof, the Software is licensed (a) only as a commercial item and (b) with only those rights as are granted hereunder.

13. **COMPLIANCE WITH LAWS.** Customer shall comply with all 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, the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), 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 Laws"). (2) Customer agrees that it shall not, and shall not permit any third parties to, directly or indirectly, participate in any transaction involving: (i) any country, territory or other jurisdiction that is subject to any Economic Sanctions Laws; (ii) any person that is the target or subject of any Economic Sanctions Laws; or (iii) any violation of any Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, transship, release or otherwise deliver any products sold under this Agreement, or any portion thereof, to any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions Laws. (3) Without limiting the foregoing, Customer expressly acknowledges that it shall not order, trade, sell, otherwise dispose or engage in any economic activity relating to Alaris Goods and/or Equipment either directly or indirectly in: (i) Iran; (ii) Sudan; (iii) North Korea; (iv) Syria; (v) Cuba; (vi) Belarus; (vii) Zimbabwe; (viii) Myanmar (Burma); (ix) the Crimea and Sevastopol Regions (Ukraine); and (x) the military/defence/energy sectors in Russia.

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14. **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 Goods and/or Equipment are being provided (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) provides Goods and/or Equipment 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.

15. **MISCELLANEOUS.**

Entire Agreement: This EULA contains the entire EULA between You and Kodak Alaris related to the Software and supersedes all prior agreements and understandings, whether oral or written.

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

Survival: Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this EULA.

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.

Force Majeure: 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.

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. Kodak Alaris may at any time assign or transfer any or all of its rights or obligations under this EULA without Your prior written consent to any affiliate or to any person acquiring all or substantially all of Kodak Alaris' assets. (8) 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.

Third Party Rights: This EULA does not and is not intended to give rights, or any rights to enforce any of its provisions, to anyone who is not a party to it. The relationship between the parties is that of independent contractors.

16. **GOVERNING LAW.** If the Software was provided from within the European Economic Area, this EULA is governed by the **laws of England and Wales**. If the Software was provided from outside the European Economic Area, this EULA is governed by the laws of the State of Delaware. 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.