

INFUSE SOFTWARE LICENSE

This software license (this “License”) shall apply to the download, installation and/or use of the Infuse Management Software, INFuse Sample App, Sample Scripts, and API Document (each as defined herein, and together the “**Alaris Software**”) made commercially available by Kodak Alaris Inc. and its affiliates (“**Alaris**”).

By installing or using the Alaris Software, you agree to be bound by this License, 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 Alaris Software in connection with the organization’s activities, you have the right, power and authority to enter into this License on behalf of the organization or entity and bind the organization or entity to the terms of this License, or (ii) if you are an individual using the Alaris 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 License, do not install or use the Alaris Software or any related documentation for any purpose.

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

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

SECTION 1. ALARIS SOFTWARE

The Alaris Software is comprised of the Alaris Management Software (“**Management Software**”) in executable form, a sample configuration app in executable form as further particularized in Exhibit A (“**Sample App**”) the Sample Scripts (as defined in Section 5.2(b) below), and the API Document (as defined in Section 5.2(c) below). For the purposes of this Agreement, the Management Software, the Sample App, the Sample Scripts, and the API Document shall together constitute the “**Alaris Software**”.

Access to the Management Software and Sample App will be provided to the you in the form of a URL to the container registry maintained by Alaris, and the containers will be hosted within your cloud-based infrastructure at all times. You will not be provided with any access to source code. The Sample Scripts and API Document will be provided to you as digital document files. You shall be permitted to use the Alaris Software only for its intended use, and in accordance with the terms and conditions of this License.

SECTION 2. YOUR OBLIGATIONS

- 2.1. You are responsible and liable for all uses of the Alaris Software resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this License. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of your employees, contractors, affiliates, and customers (“**Your Users**”), and any act or omission by Your Users that would constitute a breach of this License if taken by you will be deemed a breach of this License by You. You shall use reasonable efforts to make all Your Users aware of this License's provisions as applicable to Yours Users’ use of the Alaris Software, and shall cause Your Users to comply with such provisions.

SECTION 3. LICENSE, OWNERSHIP, AND RESTRICTIONS ON USE.

- 3.1. Subject to and conditioned upon your strict compliance with all the terms and conditions set forth in this License, Kodak Alaris grants you the following licenses:
- (a) Management Software and Sample App. Kodak Alaris hereby grants you a personal, non-exclusive, limited license to use the Management Software and Sample App during the Term and in accordance with the terms of this Agreement, either:
 - i. for your own internal business purposes, or
 - ii. as a component of an End-User Solutions that you make commercially available to your own customers (“End-User Customers”), provided that no direct access to the Alaris Software is made available to such End-User Customers.
 - (b) Permitted Integration using Sample Scripts. The Alaris Software includes sample scripts that are intended to serve as an example of the language required to communicate with the Alaris management software (“**Sample Scripts**”). In addition to the license granted above, Alaris grants you a personal, non-exclusive, non-transferable, non-sublicensable (except with respect to duly authorized sub-users) limited license to use the sample scripts during the Term to aid in development of your own unique scripts for the purpose of enabling your software to communicate with the Alaris Management Software. You shall not use the Sample Scripts, nor any scripts you develop based on the sample scripts (“**Derivative Scripts**”) for any purpose other than communicating with the Alaris Management Software, and shall not distribute or disclose the contents of the Sample Scripts to any third party. Upon expiration or termination of this License, you shall cease all use of the Sample Scripts and Derivative Scripts.
 - (c) Permitted Direct Integration. The Alaris Software includes an Alaris INFuse Management Software Application Program Interface (API) Document (“**API Document**”) that provides information on the points of integration with the Management Software. In addition to the license granted above, Alaris grants You a personal, non-exclusive, non-transferable limited license to use the API Document during the Term to develop Your own unique application for the purpose of enabling your software to communicate with the Alaris Management Software. You shall not use the API Document for any purpose other than communicating with the Alaris Management Software, and shall not distribute or disclose the contents of the API Document to any third party.

- (d) Supporting Materials. Alaris hereby grants You a personal, royalty-free, limited, non-transferable and non-exclusive license to use any supporting written materials that Alaris, in its sole discretion, provides to You solely in connection with Your use of the Alaris Software during the Term.
 - (e) Hardware Seats. The Alaris Software is made available on a per-license seat basis for use exclusively with the INFuse Hardware (each a “**Hardware Seat**”). The limited licenses granted in this Section 3: (i) are further limited to use in connection with the specific number of active Hardware Seats that you purchase; and (ii) shall only remain valid to the extent that you maintain at least one active Hardware Seat.
- 3.2. 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 License and applicable law, and in any case using no less than commercially reasonable standards of protection common in the industry. Failure to comply with this Section will result in automatic termination of this License and Kodak Alaris will be entitled to pursue all available legal and equitable remedies.
- 3.3. Additional Restrictions. You shall not (i) copy, modify, or reverse engineer the Alaris Software (except as explicitly permitted by Section 3.1(b) and (c) hereof); (ii) design or make derivative works of the Alaris Software (except as explicitly permitted by Section 3.1(b) and (c) hereof), (iii) use the Alaris Software to develop any other products or software, without Alaris’s prior written approval; (iv) analyze or have analyzed the Alaris Software in a manner that would reveal its source code; and (v) sell, license, or transfer the Alaris Software to any third party; (vi) combine or subject the Alaris 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; (vii) extract any data or content from the Alaris Software; (viii) copy or distribute the Alaris Software in any way other than as permitted by this License or as required by law, including but not limited to sublicensing, renting, loaning or leasing the Software to any third party, or (ix) otherwise use the Alaris Software in any way not permitted by this License. You shall (a) protect the Alaris Software from unauthorized disclosure using at least the same degree of care you use to protect your own software source code and proprietary information; (b) securely store all copies of the Alaris Software at all times.
- 3.4. Modifications. You hereby assign to Alaris your entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to the Alaris Software that you may propose, develop, create or make or which You and Alaris may jointly make. If You prepare, assemble or develop any models, prototypes, reports, studies, drawings, code, documents or other tangible expressions of information (including but not limited to electronically stored data), designs or processes in connection with the use of the Platform or any portion thereof contemplated under this License, or which are based upon or utilize Confidential Information (defined below), or relate to other affairs of Alaris, such items shall be the sole and exclusive property of Alaris (except integration explicitly permitted in Section 3.1(b) and (c) hereof). Whenever requested to do so by Alaris, the You shall assist in the preparation of and execute, acknowledge and deliver any and all applications, assignments and other instruments which Alaris shall deem desirable in order to apply for and obtain necessary intellectual property protections such as patents, or trademarks in any and all countries worldwide as may be required covering any modifications, discoveries, inventions or improvements covered by this Section, or to evidence or confirm the exclusive right, title and interest of Alaris or its nominee in and to such modifications, discoveries, inventions and improvements and all rights of priority thereon, whether patented or not.
- 3.5. INFuse Hardware. The Alaris Software is designed to function specifically in connection with the Alaris’s INFuse AX scanner hardware (“INFuse Hardware”), which you must purchase separately to realize the benefits of the

Alaris Software. For the avoidance of doubt, the INfuse Hardware is not included in or contemplated by this license.

SECTION 4. GOVERNMENT CONTRACTS.

Each of the Documentation and the software components that constitute the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee only receives those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

SECTION 5. INDEMNIFICATION.

You shall hold harmless, defend and indemnify Kodak Alaris and its affiliates, and its and their licensors and officers, employees, representatives and agents, in connection with any claim, loss or damage (including reasonable legal fees and costs) arising directly or indirectly as a result of: (i) any use of the Software by you, your employees, agents or customers, other than in accordance with the terms of this License, (ii) any breach by you of third-party provider terms and conditions relating to the Software, (iii) any breach by you of the terms of this License, (iv) any act of negligence or willful misconduct by you or your employees, representatives or agents, and (v) any End-Product Solution developed by you.

SECTION 6. TERM AND TERMINATION.

The effective term of this License (the "Term") shall commence as of the date of your first installation or use, and shall remain in force until: (i) terminated, or (ii) until the expiration of each Hardware Seat. You may terminate it at any time by ceasing use of the Software. Kodak Alaris shall be entitled to terminate the License immediately without advance notice if you fail to comply with any term or condition of this License. Upon termination or expiration of this License 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 License which, by their express terms or nature and intent, should remain in effect beyond the Term, shall survive termination or expiration of this License.

SECTION 7. SUPPORT.

7.1. Customer's subscription to the Alaris Software shall include five (5) annual Development Support Service Hours ("Dev Hours"), as specified in the applicable Alaris quote. You can utilize Dev Hours to obtain Phone or Email support from Alaris related to: (1) incorporation of the Alaris Software into Your hosting environment, (2) use of

the Alaris API, (3) licensing issues, and (4) software upgrades. Dev Hours are provided on an annual basis, with the initial year beginning on the date on which You first purchase licenses to the Alaris Software and ending at 12:00AM EST on the same date (month and day) the following year. Dev Hours do not roll over from year to year, and expire at the end of the 1 year period in which they were issued. No refund of any kind will be issued for any Dev Hours that go unused. For avoidance of doubt the Dev Hours do not include support of the Customer's End-Product Solution(s).

- 7.2. Dev Hours apply to Your overall use of the Alaris Software, and not to each individual purchase of seat licenses. Accordingly, You will not receive additional Dev Hours with the purchase of additional Hardware Seats within the same annual Dev Hours period. Following expiration of the initial Dev Hours period, Dev hours shall be tied to the renewal of the longest-standing Hardware Seats you purchased. If you do not renew the longest-standing Hardware Seats, the Dev Hours will then be tied to renewal of the next longest-standing Hardware Seats.
- 7.3. Alaris will notify You when new versions of the software and firmware are available. Dev Hours include support of only the two (2) most recent software and firmware releases, and You must upgrade to such releases prior to receiving Dev Hour support.
- 7.4. The Dev Hours described in this Section 7 represent Alaris's sole support obligation under this License. Any additional support is subject to the mutual written agreement of the parties. You hereby acknowledge and agree that any required support for the Alaris Software will be provided by Alaris and its partners in accordance with the allocation of responsibility agreed among them in their sole and absolute discretion. Nothing in this Section 7 is intended to contravene the limitations and disclaimers in Section 9 and Section 10 below.
- 7.5. Requests for support can be made as follows:
 - Web : alarisworld.com/support Option 5 [Requires a valid serial number]

SECTION 8. CONFIDENTIAL INFORMATION.

Confidential Information. Except as otherwise provided herein, “**Confidential Information**” means: (a) The Alaris Software, and (b) all non-public, confidential or proprietary information disclosed to You (including Your employees, officers, directors, partners, shareholders, agents, attorneys, accountants, advisors or other third parties under Your direction, instruction or control (hereafter “**Representatives**”)) by Alaris in furtherance of Alaris providing Dev Hour support, regardless of whether disclosed orally or in written, electronic or other form of media, and which is identified as or known to You to be confidential, or, under the circumstances surrounding the disclosure, You reasonably ought to know is confidential. You shall: (a) protect Confidential Information using at least the same degree of care as You use to protect Your own Confidential Information, but in no event less than a reasonable degree of care; (b) only use the Confidential Information in furtherance of Your use of the Platform as permitted by this License (c) not disclose Confidential Information to any person or entity other than Recipient's Representatives who have a need to know and are subject to confidentiality obligations that are no less restrictive than those herein; (d) be responsible for any breach of this Agreement caused by any of its Representatives, and (e) upon expiration or termination of this License, promptly return or destroy all Confidential Information and copies thereof and certify to that effect in writing. Nothing in this Section is intended to prohibit disclosure of Confidential Information as required by applicable law or a valid order issued by a court or governmental agency of competent jurisdiction, provided that You provide prompt prior written notice of such legal obligation to Alaris. Alaris retains its entire right, title and interest in and to all aspects of the Confidential Information.

SECTION 9. WARRANTY DISCLAIMER.

THE ALARIS SOFTWARE IS PROVIDED "AS IS" AND ALARIS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ALARIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALARIS MAKES NO WARRANTY OF ANY KIND THAT THE ALARIS SOFTWARE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

SECTION 10. LIMITATION OF LIABILITY.

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 LICENSE 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 (INCLUDING NEGLIGENCE), MISREPRESENTATION (OTHER THAN STRICT FRAUD), STRICT LIABILITY, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID 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 LICENSE 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.

SECTION 11. DATA USE AND PRIVACY.

- 11.1. The Alaris Software may use tracking mechanisms and tools to collect information in order to facilitate and improve use of the Platform, as well as Alaris's ability to provide service and support. Alaris reserves the right, whether directly or through the use of a third party, to collect aggregated non-personal data from the Platform, through the Platform or your systems ("Aggregate Data"), including but not limited to that information relating to the length of time in which Platform is powered on, the number of pages scanned by the INfuse Hardware, the specific features of the Platform utilized by you and the types and frequency of errors with the Platform that occur. No personal data will be collected in any circumstances whatsoever. Alaris or its partners will only use the Aggregate Data to assess the overall use of Platform by customers in order to determine how the Platform is being used and how it and other products and the Platform can be improved. Alaris may share Aggregate Data with vendors who assist Alaris in providing its products and services, and with affiliated companies, including any parent or subsidiaries of Alaris. Further, Alaris may share Aggregate Data if Alaris believes: (i) 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; (ii) it would potentially mitigate Alaris's liability in an actual or potential lawsuit; (iii) it is permitted by law or if doing so will not violate the law; or (iv) it is otherwise necessary to protect Alaris's rights or property or is necessary to protect the interests of other users of the Platform. In the event that all or part of our business is sold or acquired by a third party, we will transfer the Aggregate Data to the new business owner.
- 11.2. Nothing in this Agreement shall be deemed as Kodak Alaris being considered a data processor (in relation to GDPR) in any way whatsoever and no data processing activities shall be taken by Kodak Alaris with regard to the activities contemplated by this Agreement.

SECTION 12. COMPLIANCE WITH LAWS

- 12.1. Export Regulation. The Platform utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.
- 12.2. Anti-Bribery & Anti-Corruption. 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 License, 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.

- 12.3. **Trade Laws.** 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.
- 12.4. **EUROPEAN COMMUNITY PROVISIONS.** If you obtained this Software within a country of the European Community, nothing in this License shall be construed as restricting any rights available under the European Community Software Directive (91/250/EEC).

SECTION 13. MISCELLANEOUS.

13.1 **Entire Agreement.** This License 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.

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

13.3 **Governing Law.** If the Software was provided from within the European Economic Area, this License is governed by the laws of England and Wales. If the Software was provided from outside the European Economic Area, this License is governed by the laws of the State of New York. This License 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 License shall continue in full force and effect.

13.4 **Force Majeure.** Kodak Alaris shall not be liable for any failure to meet its obligations to the extent such 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 Kodak Alaris.

13.5 Assignment. You shall not assign, transfer, delegate or subcontract any of its rights or obligations under this License 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 License without your prior written consent to any affiliate or to any person acquiring all or substantially all of Kodak Alaris' assets.

13.6 Relationship. The relationship between the parties is that of independent contractors. This License 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 License.

13.7 Waiver. No waiver by Kodak Alaris of any of the provisions of this License 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 License 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.

Equitable Remedies. You agree that (a) a breach or threatened breach of any of your obligations under Section 3 or Section 8 would give rise to irreparable harm to Alaris for which monetary damages would not be an adequate remedy and (b) if You breach or threaten to breach such obligations, Alaris will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy. You agree that You shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

EXHIBIT A

THE PLATFORM

Platform:

INfuse Management Software Sample Application:

A sample application is provided with INfuse Platform. The Sample App will allow the user to create organizations, define groups and configure button definitions. The Sample App also provides the user the ability to view information about INfuse Hardware units that have been registered with the Management Software. This information includes connectivity, firmware version, group information and pages scanned. The Sample App shall be hosted by the Customer.

INfuse Management Software:

The Management Software is an application service in a hosting environment controlled by the Customer. The Management Software offers an Application Programming Interface (API) for integration. The API definitions are defined in the Alaris INfuse Management Software API document that will be provided by Alaris. Additionally, Sample Scripts are provided as a reference a reference implementation that can be used to configure the buttons and destinations for the scanner. The Management Software is connected to each of the INfuse Hardware units that have been registered with the solution. The Management Software allows button definition and other configuration data to be sent to the scanner. Additionally, the Management Software works directly with the licensing solution to register scanners, allows the user to collect log information and meter data from the connected INfuse Hardware. The Management Software also includes a web interface that allows the user to configure easy setup sheets for quickly connecting INfuse Hardware to the Management Software.

INfuse AX Scanner:

INfuse AX scanners (“**INfuse Hardware**”) are the only scanner hardware that will function with this solution. The INfuse Hardware must be registered with the Management Software before any non-configuration scanning can occur. The INfuse Hardware remains connected to the Management Software in order to receive additional configuration instruction and to report success, failures, meter data and log information back to the Management Software for fleet management purposes.

*Any capitalized terms not defined in this Exhibit A shall have the meaning set forth in the Agreement.

Exhibit B

Terms and Conditions for the Purchase of INFuse Hardware

1. DEFINITIONS AND INTERPRETATION: In these Conditions, unless the context otherwise requires:-
(a) "Alaris" means Kodak Alaris Inc. with an office at 336 Initiative Drive, Rochester, New York 14624;
(b) "Customer" means the purchaser of the Goods or Equipment; (c) "Conditions" means these terms and conditions of sale; (d) "Goods" means the consumables or other products supplied by Alaris to the Customer for use in conjunction with the Equipment; (e) "Equipment" means Alaris INFuse AX scanner hardware (g) "Order" means the Customer's order or contract incorporating these Conditions; (h) headings in these Conditions are for convenience only and shall not affect their meaning or interpretation; (i) words: (a) having the singular meaning include the plural meaning, (b) denoting any gender include all genders, (c) denoting persons include firms and corporations; and in each case vice versa; and (j) references to "writing" or similar expressions includes a reference to facsimile or electronic mail.

2. APPLICABILITY OF CONDITIONS: (1) All quotations submitted by Alaris shall be without any undertaking on its part, unless specifically stipulated otherwise. Alaris may accept orders subject to these Conditions at which point such Order shall be binding on the parties. (2) If there is a written contract signed by both parties relating to the transaction to which these Conditions apply, the terms and conditions of the signed written contract shall prevail to the extent they are inconsistent with these Conditions. (3) 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. (4) If applicable, special Conditions of business are set out in Alaris catalogues, price lists, or other literature provided to Customer from time to time. (5) No Conditions which may be implied by trade, custom or practice or course of dealing will apply to the provision of Goods and Equipment.

3. WARRANTY: (1) Alaris warrants that (ii) at the time of delivery to the Customer location, the Equipment shall materially correspond with their specification and be free from defects in material and workmanship for a period of thirty six (36) months, except to the extent otherwise agreed in writing with Alaris. (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's warranty shall not apply in relation to any defect arising from fair wear and tear, the acts, omissions, negligence or defaults of the Customer or the Customer's employees or agents, failure to comply with operating instructions or other recommendations of Alaris as to the storage, handling and/or use of the Goods or Equipment, willful damage, use not in accordance with the purpose for which they were designed, abnormal working conditions, misuse or alteration or repair of the Goods or Equipment other than by persons authorized by Alaris. (4) The warranty is not transferable.

If within the thirty-six (36) month warranty period specified above, Alaris determines an Equipment unit is not operating consistently within manufacturer's specifications, Alaris will provide next day Advance Unit

Replacement (AUR) subject to availability of courier service. The replacement Equipment will perform at the minimum specifications of the current Equipment, but may not be the exact make and model. When AUR support is necessary, Alaris will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the entire malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. If parts are missing, Customer may be charged for the parts at prevailing per call rates. Alaris will pay the return transportation charges. If the Customer has not returned the malfunctioning unit within 10 business days, Customer will be invoiced the list price of the unit and becomes responsible for such charge.

The Equipment is specialized for use only with the Alaris INfuse Platform, and will not function as a standalone document scanner. In order to use the Equipment, Customer should obtain and maintain a commercial license for the Infuse Management Software (which can be purchased from Alaris under a separate agreement) prior to the purchase of the Equipment. Moreover, each Equipment unit will require a Hardware Seat in order for the Equipment to function. Any deficiency in functionality caused by Customer's failure to obtain or maintain a subscription to the INfuse Management Software or an adequate number of Hardware Seats is not covered by the warranty set forth in this Section 10.

4. **LIMITATION OF LIABILITY:** (1) Subject to (2) and (3) below, 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 or consequential loss or damage whatsoever. (2) Alaris's sole liability for breach of the warranty set out in Section 10 above, is, at Alaris's option, limited to the repair, replacement or crediting of the full price paid for the Goods and/or Equipment that directly gave rise to the claim. (3) Subject to (1) and (2), Alaris's 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 net price paid by the Customer for the specific Goods or Equipment giving rise to the claim. (4) Nothing in the Contract shall be deemed to exclude or limit Alaris's liability in respect of: (i) Loss or damage caused by willful intent or gross negligence of Alaris or Alaris's officers, employees, agents or contractors; or (ii) Injuries to or death of any person, caused by Alaris or Alaris's officers, employees, agents or contractors or (iii) any other liability which cannot be excluded at law. (5) Any claim for loss or damages (except a claim for damages arising out of (3) (ii) 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.

5. **SAFETY INFORMATION:** (1) Where the Goods and/or Equipment are for use by the Customer in a business environment or are for resale, to a subsequent purchaser, Customer shall ensure that all safety information relating to the Goods and/or Equipment provided by Alaris is passed to the Customer's employees and/or end user purchasers. (2) The Customer shall not alter, mask or remove any safety information from the Goods or Equipment.

6. **LIMITATION:** 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"). 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 forgoing, 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. 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 Good and/or Equipment either directly or indirectly in: (i) Iran; (ii) Sudan; (iii) North Korea; (iv) Syria; (v) Cuba; (vi) Sudan; (vii) Belarus; (viii) Zimbabwe; (ix) Myanmar (Burma); (x) the Crimea and Sevastapol Regions (Ukraine); and (xi) the military/defense/energy sectors in Russia.

7. **FIRMWARE:** In relation to any Alaris firmware supplied as part of the Goods or Equipment ("Firmware"), Alaris grants to Customer a non-exclusive, non-transferrable license to use the Firmware only as part of the Goods and/or Equipment. (2) Customer shall not: (i) copy (except to the extent permissible under applicable law which is not capable of exclusion by contract), reproduce, translate, adapt, vary or modify the Firmware or (ii) attempt to use the Firmware with any products other than the Goods or Equipment. (3) The license granted under this Section 14 does not grant any automatic rights to obtaining future updates, upgrades or supplements of the Firmware. If updates, upgrades or supplements of the Firmware are provided, use is governed by these Conditions as amended from time to time. (4) Alaris may make use of third party software in the Firmware and Customer acknowledges that notwithstanding the foregoing, use of some third party materials may be subject to other terms and conditions. (5) Any additional software supplied to be used with the Goods and/or Equipment shall be subject to the terms of an Alaris License Agreement in which case the license terms and conditions shall apply to such software.

8. **INTELLECTUAL PROPERTY:** (1) All intellectual property rights associated with or relating to the Goods and/or Equipment belong to Alaris and its licensors and Customer shall not acquire any rights, title or interest in such intellectual property rights. (2) The Customer shall not exercise or purport to exercise any rights, powers, privileges and immunities conferred on the proprietor of any intellectual property rights subsisting in or associated with the Goods and/or Equipment, including the right to sue for damages or other remedies in respect of any infringement. (3) Customer shall keep confidential and not disclose to third party's information, drawings, designs or manuals received from Alaris in relation to an Order or the Goods and either marked as "confidential" or "proprietary" or which should reasonably be considered to be confidential.

9. **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's request, Customer shall promptly return all documents and other materials received from Alaris. (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 endeavors to give the disclosing party as much written notice of the disclosure as it reasonably can to enable the other party to seek a protective order or other action protecting the confidential information from disclosure.

10. DATA PROTECTION: 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 17.

11. TERMINATION: (1) Without prejudice to its other rights, Alaris may terminate the Contract immediately by written notice to the Customer in the event that (i) the Customer fails to pay any sums due under and in accordance with the terms of this Contract (ii) breaches any terms of the Contract (iii) the 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, enter into a receivership or liquidation or otherwise ceases to carry on business or an analogous event occurs to Customer in any jurisdiction or (iv) there is an event pursuant to Section 20 (5) below. (2) On termination for whatever reason, Alaris shall be entitled to de-install and remove any Equipment belonging to it from the Customer's possession at the Customer's expense. Customer shall render all assistance necessary relating to the de-installation and removal and shall be liable to Alaris for any reasonable costs incurred.

12. 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 which has or could have an adverse impact on the viability of the provision of the Goods and/or Equipment to be supplied to the Customer ('Major Business Change'), Alaris may notify the Customer and Alaris and the Customer must meet and discuss in good faith whether the provisions of any agreement between Alaris and the Customer need 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, then either party has the right to terminate any agreement between them. (3) Unless otherwise agreed by Alaris and the Customer the rights and obligations of either party will not be affected until any such agreement is terminated in writing. (4) Neither party will be entitled to claim or receive compensation from the other party by reason of the operation of this Section.

13. MISCELLANEOUS: (1) Any notices sent to Alaris under these Conditions or any purchase order 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 or any purchase order. If any term or provision 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. (3) No waiver of any of the provisions of these Conditions or under any Order is effective unless explicitly set forth in writing and signed by Alaris. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Conditions or any Order 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. (4) Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Conditions or any Order without the prior written consent of Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations hereunder. 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's assets. (5) 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. (6) These Conditions are 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 these Conditions or any purchase order. (7) 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. (8) Alaris shall at all times be responsible for its employees and personnel, and in no case shall Customer be deemed an employer or otherwise responsible for Alaris's employees, staff, agents, or other personnel. (9) Alaris reserves the right to alter or amend these Terms or any special terms generally or for any particular class of Goods or Services by written notice to the Alaris. (10) Subject to the terms of any signed written agreement which shall prevail, these Terms constitute 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. (11) Each party acknowledges to the other that it has not been induced to enter into these Terms by 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. (12) 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. Without waiver or limitation of any of its rights or remedies where Alaris has incurred any liability to the Customer, whether under the Order 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. (13) All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of New York, 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 these Terms shall be brought in the United States District Court for the Western District of New York or if such court does not have subject matter jurisdiction, the courts of the State of New York sitting in Monroe County, 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.