

SOFTWARE LICENSE

- 1. APPLICATION:** (1) This software license (this “License”) shall apply to the download, installation and/or use of the software as set out in a quotation, including third party components incorporated in to the software (“Software”) provided by Kodak Alaris Operations Canada Inc or any of its affiliates (“Alaris”) to the customer named in a quotation (“Customer”). (2) Terms used in this License shall have the meaning as prescribed herein or as set out in the quotation. (3) Once accepted, the quotation together with this License and any applicable software maintenance services, (provided under separate agreement) shall govern the use of the Software (together the “Contract”). (4) If there is a written agreement signed by both parties relating to the transaction to which the Contract applies, the terms and conditions of the signed written agreement shall prevail to the extent they are inconsistent with the Contract. (5) Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify this License or bind Alaris, and are expressly excluded unless Alaris has expressly agreed in writing to their inclusion. If applicable, special terms of business are set out in Alaris catalogues, price lists, or other literature. (6) No terms and conditions which may be implied by trade, custom or practice or course of dealing will apply to this License.
- 2. GRANT OF LICENSE:** In consideration of the price (as set out in the quotation), Alaris grants to the Customer a nonexclusive, non-transferrable, perpetual, revocable (only as set forth in the termination provisions) license to use the then current version of the Software, in connection with the Product (as defined in the quotation) or where none is defined, third party products, for its own internal business purposes, subject to the restrictions set forth below. The scope of the license is limited to the number of licenses purchased (as set out in the Contract). The licence granted under this Section 2 does not grant any rights to obtaining future updates, upgrades or supplements of the Software which are available to the Customer pursuant to the terms of any software maintenance service procured from Alaris. If updates, upgrades or supplements of the firmware (software embedded in the Alaris hardware products) are provided, use is governed by this License, subject to any amendments made by Alaris from time to time. Customer acknowledges that the Software may be subject to other third party provider terms and conditions which the Customer agrees to adhere to. All rights not specifically granted herein are reserved.
- 3. RESTRICTIONS ON USE:** (1) Customer shall not (i) reverse engineer, decompile or disassemble; (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; (iv) combine or subject the Software to the terms of any Open Source License (definition published by the Open Source Initiative from time to time as set out under the following link <http://www.opensource.org/osd.html>) which would cause the Software to become subjected or licensed on the terms of the Open Source License; or (v) extract any data or content from the Software. (2) Customer is prohibited from distributing the Software in any fashion other than as permitted by this License or as required by law, including but not limited to sublicense, rent, loan or lease to any third party. (3) In the event that the Software is provided for internal testing and evaluation, then in no event shall Customer use the Software for commercial or revenue generating purposes.
- 4. DELIVERY:** The Software shall be made available by download from a website, Alaris shall provide the Customer with access details by email.
- 5. ACCEPTANCE:** The Software shall be deemed accepted by the Customer once the Customer completes the download of the Software (“Acceptance”).
- 6. MAINTENANCE AND NEW RELEASES:** Alaris will provide the Customer with all maintenance and new releases of the Software generally made available to its customers pursuant to the Customer entering into a separate agreement for software maintenance services.
- 7. CUSTOMER'S OBLIGATIONS:** (1) The Customer shall: (i) ensure that the Software is installed on designated equipment only; (ii) keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to Alaris on request from time to time; (iii) notify Alaris as soon as it becomes aware of any unauthorized use of the Software by any person; and (iv) pay, for broadening the scope of the licences granted under this License to cover the unauthorized use, an amount equal to the fees which Alaris would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced.
- 8. PRICES:** (1) Alaris shall license the Software at the price set out in the quotation. (2) All prices are exclusive of any applicable VAT.
- 9. PAYMENT TERMS AND INTEREST:** (1) The price is paid annually in advance unless otherwise agreed in writing. (2) Time for payment is of the essence. (3) Unless otherwise agreed, all payments shall be rendered by electronic funds transfer. (4) Alaris may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice. (5) Alaris may charge interest on any overdue amounts at the interest rate and compensation on any overdue amounts in accordance permitted laws from the due date until Alaris receives payment.
- 10. AUDIT:** The Customer shall permit Alaris to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the Contract, for the purposes of ensuring that the Customer is complying with the terms of the Contract, provided that Alaris provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 11. WARRANTY:** (1) Both parties warrant that they have full capacity and authority and all necessary licences, permits and consents to enter into and to perform the Contract. (2) The Software is provided on an “as is” and with all faults basis. (3) Alaris does not warrant that: (i) the Software will operate uninterrupted or error free; (ii) the Software will be free of viruses; or (iii) the Software will meet the Customers’ requirements. (4) 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 and/or merchantability, are to the fullest extent permitted by law, excluded from the Contract. (5) Alaris’ warranty shall not apply in relation to any defect arising from (i) the acts, omissions, negligence or defaults of the Customer or the Customer’s employees, agents or customers; (ii) failure by the Customer to implement or procure the implementation of recommendations in respect of, or solutions to errors, in the Software previously advised by Alaris, including but not limited to non-use of the most recent Software release version; (iii) wilful damage; (iv) use of the Software in combination with any equipment or software not approved by Alaris; (v) any alteration, merger or modification of the Software by any person other than Alaris or its designees or without Alaris’ prior written consent; (vi) any failure, fault, accident, neglect or misuse of equipment, software or media not supplied by Alaris; and (vii) any breach of Customer’s obligations under the Contract howsoever arising. (6) Customer is not entitled to cancel or withdraw from the Contract or withhold payment of invoices or make deductions on account of Software claimed to be defective.

- 12. LIMITATION OF LIABILITY:** (1) If not expressly provided for otherwise in this License, 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 or reconstruction of data, loss of use, loss of goodwill, loss due to delay or any indirect, special, incidental or consequential loss or damage whatsoever. (2) Alaris' sole obligation and liability for breach of the warranty set out in Section 11 (2) above, is for Alaris to use commercially-reasonable efforts, at Alaris' expense, to replace software media or modify the Software so that the warranty specified under Section 11 (2) is true. In the event of a warranty claim, Customer shall be responsible for the removal of any defective Software and subsequent replacement of any replacement Software. (3) Subject to (1) and (2), Alaris' aggregate liability for all other claims, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Contract, shall be limited to the price paid by the Customer for the specific Software giving rise to the claim in the 12 months prior to the claim which the loss or damage occurred. (4) Nothing in the Contract shall be deemed to exclude or limit Alaris' liability in respect of: (i) Loss or damage caused by wilful intent or gross negligence of Alaris or Alaris' officers, employees, agents or contractors; (ii) Injuries to or death of any person, caused by Alaris or Alaris' officers, employees, agents or contractors; or (iii) any other liability which cannot be excluded at law. (5) Any claim for loss or damages, save for pursuant to (4) above, 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.
- 13. INTELLECTUAL PROPERTY AND COPYRIGHT:** (1) Customer acknowledges that all intellectual property rights meaning all inventions, patents, registered designs, design rights, database rights, copy rights, know-how, trademarks, trade secrets and all other intellectual property rights, and the applications for any of the same and any rights or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world ("Intellectual Property Rights") in the Software and any updates or upgrades thereto belong and shall belong to Alaris or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Licence. (2) Customer agrees to abide by all copyright and other applicable laws. (3) Customer shall not cause or permit any third party to cause any damage or endanger the Intellectual Property Rights of Alaris.
- 14. INDEMNIFICATION:** (1) Without prejudice to any other rights of Alaris, Customer shall indemnify Alaris for any loss suffered by Alaris (including reasonable legal fees and costs) by reason of any use by Customer, Customer's employees, agents or customers, whether arising directly or indirectly, of the Software other than in accordance with this License. (2) Customer shall further indemnify and hold Alaris harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of any third-party additional terms howsoever arising. (3) In the event of a claim, or notification of an intention to make a claim, which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), Customer shall: (i) as soon as reasonably practicable, give written notice of the Claim to Alaris specifying the nature of the Claim in reasonable detail; and (ii) not make any admission of liability, agreement or compromise in relation to the Claim. (4) Customer shall not, except with the prior written consent of Alaris, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to Alaris and its affiliates a release from all liability and blame with respect to the Claim.
- 15. SUSPENSION AND TERMINATION:** (1) Without prejudice to its other rights, Alaris may terminate the Contract in the event that (i) Customer fails to pay any sums due under the Contract; (ii) Customer breaches any terms of the Contract; (iii) Customer is unable to pay its debts as they fall due, passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, enters into a receivership or liquidation or otherwise ceases to carry on business or an analogous event occurs to Customer in any jurisdiction; or (iv) an event pursuant to Section 19.2 or pursuant to Section 21.6 where such event has persisted for more than 14 days. (5) On termination for any reason: (i) all rights granted to the Customer under the Contract shall cease; (ii) the Customer shall cease all activities authorised by this Licence; and (iii) where possible the Customer shall immediately destroy or return to Alaris (at Alaris' option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Alaris that it has done so.
- 16. CONFIDENTIAL INFORMATION:** (1) All non-public, confidential or proprietary information of Alaris, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Alaris in connection with the Contract, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," shall be deemed to be confidential, to be used solely for the purpose of performing under the Contract and may not be disclosed or copied unless authorized in advance by Alaris in writing. (2) Upon Alaris' request, Customer shall promptly return all documents and other materials received from Alaris and delete any copies made thereof. (3) Alaris shall be entitled to apply for injunctive relief for any violation of this Section. (4) This Section does not apply to information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; (iii) rightfully obtained by Customer on a non-confidential basis from a third party; or (iv) is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, provided that the receiving party shall use all reasonable endeavours to give the disclosing party as much written notice of the disclosure as it reasonably can to enable the disclosing party to seek a protective order or other action protecting the confidential information from disclosure.
- 17. 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) The Customer acknowledges that the Software: (i) may request or collect information about the user of the Software; and (ii) may collect information regarding the content sent via the Software as well as details of the recipient. (3) 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.
- 18. EXPORT:** (1) Customer shall not export or re-export the Software except as authorised by the laws of the jurisdiction in which the Software was procured. (2) In particular, and without limitation, the Software may not be exported or re-exported into (or to a national or resident of) any US embargoed countries (including without limitation: Iran; Sudan; North Korea; Syria; Cuba; Belarus; Zimbabwe; Myanmar (Burma); the Crimea and Sevastopol Regions (Ukraine); and the military/defence/energy sectors in Russia).
- 19. MAJOR BUSINESS CHANGE:** (1) If in the reasonable opinion of Alaris there is or is likely to be a major change in the business operations of Alaris or Customer which has or could have an adverse impact on the viability of Software to be licensed to the Customer ("Major Business Change"), Alaris shall notify the Customer and Alaris and the Customer shall meet and discuss in good faith whether the provisions of any Contract between Alaris and the Customer needs to be varied. (2) In the event that the parties cannot agree in good faith on such contract variations within a period of 30 days of the parties meeting, then either party has the right to terminate the Contract between them. (3) Unless otherwise agreed by Alaris

and the Customer in writing, the rights and obligations of the parties which have arisen prior to termination shall not be affected and shall stay in full force and effect. For the avoidance of doubt, with effect from the date of termination, Alaris shall have no obligation to supply or deliver any Software under the relevant Contract anymore. (4) Neither party will be entitled to claim or receive compensation from the other party by reason of the operation of this Section.

- 20. ANTI-BRIBERY:** (1) In this Section, Anti-Bribery Laws means the any anti-corruption, anti-bribery or anti-kickback laws or regulations of the laws in the country where the Software is 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) performs services for or on that entity’s behalf in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors; Bribery Act means the UK Bribery Act 2010 (as amended from time to time); and FCPA means the US Foreign Corrupt Practices Act 1977 (as amended from time to time). (2) Customer shall not, and shall procure that its Associated Persons do not, in connection with the performance of its obligations under the Contract, engage in any activity which (i) constitutes an offence under Country Laws; (ii) would constitute an offence under the FCPA if it were carried out in the US; or (iii) would constitute an offence under the Bribery Act if it were carried out in the UK. (3) Breach of this Section shall constitute a breach not capable of remedy and, without prejudice to any other remedy, entitle Alaris to terminate the Contract immediately. (4) Customer shall from time to time, at the reasonable request and reasonable cost of Alaris: (i) confirm in writing that it has complied with its obligations under this Section and provide any information reasonably requested by Alaris in support of such compliance; and (ii) permit Alaris to have such access to Customer’s books, accounts and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with this Section, and to meet with Customers’ personnel as are relevant to the Contract to audit such compliance. (5) Customer shall promptly report to Alaris in writing upon becoming aware that it or any of its Associated Persons: (i) have received any request or demand for any undue financial or other advantage in connection with the performance of the Contract; or (ii) are the subject of any actual, pending or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Anti-Bribery Laws. (6) Customer shall indemnify Alaris against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Alaris as a result of any breach of this Section by Customer.
- 21. MISCELLANEOUS:** (1) Any notices sent to Alaris under this License shall be sent to the attention of the Legal Department at legal@Kodakalaris.com. (2) Provisions of this License which by their nature should apply beyond their terms will remain in force after any termination or expiration of this License. (3) If any term, provision or part thereof of this License is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this License or invalidate or render unenforceable such term or provision in any other jurisdiction. The invalid or unenforceable provision shall be replaced by a provision which comes closest to the economic effect of the invalid/unenforceable provision. (4) No waiver by Alaris of any of the provisions of this License is effective unless explicitly set forth in writing and signed by Alaris. (5) No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from 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. (6) Neither party shall have any liability for a failure to meet its obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of the affected party and the period of time to fulfil any obligations (save for obligations to make payment) shall be correspondingly extended. (7) Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Contract without the prior written consent of Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. Alaris may at any time assign or transfer any or all of its rights or obligations under the Contract without Customer’s prior written consent to any affiliate or to any person acquiring all or substantially all of Alaris’ assets. (8) The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract. (9) The Contract does not and is not intended to give rights, or any rights to enforce any of its provisions, to anyone who is not a party to it. (10) The relationship between the parties is that of independent contractors. Nothing contained in this License or any purchase order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. (11) Subject to the terms of any signed written agreement which shall prevail, the Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or contract, whether oral or written, express or implied between the parties relating to such subject matter. (12) Each party acknowledges to the other that it has not been induced to enter into the Contract 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. (13) All amounts due to Alaris shall be paid in full without any deduction or withholding and the Customer shall not assert any set-off or counterclaim against Alaris to justify withholding payment in whole or in part. (14) Without waiver or limitation of any of its rights or remedies where Alaris has incurred any liability to the Customer, whether under the Contract or otherwise, Alaris may set off the amount of such liability, including any applicable VAT payable, against any sums owed at any time by the Customer to Alaris. (15) Alaris reserves the right to alter or amend the Contract or any special terms generally. (16) All matters arising out of or relating to the Contract shall be governed by and construed in accordance with the laws of Canada without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to the Contract shall be brought in the Province of Ontario, 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.