TERMS AND CONDITIONS FOR THE SUPPLY OF SOFTWARE MAINTENANCE SERVICES

1. **APPLICATION.** (1) These terms and conditions for the supply of maintenance services (these "Conditions") apply to the provision of maintenance services set out in a Service Contract or quotation which are provided in relation to the Software specifically set out in the Service Contract ("Software Maintenance Services") by Kodak Alaris Spain SL or any of its affiliates ("Alaris") to the customer named in a quotation or Service Contract ("Customer"). (2) For the purposes of these Conditions, a quotation once accepted shall be deemed to be a 'Service Contract.' (3) Terms used in these Conditions shall have the meaning as prescribed herein or as set out in the Service Contract. (4) 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 agreement shall prevail to the extent they are inconsistent with these Conditions. (5) Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify these Conditions or bind Alaris, and are expressly excluded unless Alaris has expressly agreed in writing to their inclusion. If applicable, special terms of business are set out in Alaris catalogues, price lists, or other literature. (6) No terms and conditions which may be implied by trade, custom or practice or course of dealing will apply to the provision of Software Maintenance Services.

2. **TERM:** (1) The provision of Software Maintenance Services shall commence on the Start Date as set out in the Service Contract and shall continue in force until the End Date as set out in a Service Contract unless and until terminated in accordance with these Conditions (the "Term").

3. **SUPPLY OF SOFTWARE MAINTENANCE SERVICES:** (1) During the Term, Alaris shall supply the Software Maintenance Services to the Customer at the Service Location set out in the Service Contract. (2) Details regarding the specifics of the Software Maintenance Service are provided to the Customer from time to time (the "Software Support Plan") (3) The Service Contact, Software Support Plan and these Conditions (together the "Contract") shall govern the supply of Software Maintenance Services. Alaris shall use all reasonable endeavours to meet any performance dates specified in a Service Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Software Maintenance Services. (4) Alaris shall have the right to make any changes to the Software Maintenance Services which are necessary to comply with any applicable law or safety requirement and/or which do not materially affect the nature or quality of the Software Maintenance Services, and Alaris shall notify the Customer in any such event. (5) In the event additional equipment is added to the Customer portfolio, additional Software Maintenance Services will be provided at the then current rates of Alaris.

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

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

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

7. **PAYMENT TERMS AND INTEREST:** (1) All Prices are based on the assumption that the Software (i) has been maintained up to the Start Date and (ii) has not been modified. Alaris reserves the right to make additional charges if these assumptions are incorrect. (2) The Contract Price is paid annually in advance unless otherwise specified in the Contract. (3) All other charges will be invoiced in arrears and become due and payable as specified in the invoice. (4) Time for payment is of the essence. (5) Unless otherwise agreed, all payments shall be rendered by electronic funds transfer. (6) Alaris may appropriate any payments received that do not refer to a particular invoice to any outstanding invoice. (7) Alaris may charge interest on any overdue amounts at the interest rate and compensation as permitted by the Royal Decree-Law 4/2013, of 22 February, from the due date until Alaris receives payment.

8. **WARRANTY:** (1) Alaris warrants that (i) the Software Maintenance Services will be provided using reasonable care and skill (ii) it has the right to provide the Software Maintenance Services to the Customer; and (iii) during the Term, the Software Maintenance Services will be provided in accordance with the terms and scope of the relevant Software Support Plan. (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 (i) the acts, omissions, negligence or defaults of the Customer or the Customer's employees, agents or customers, (ii) failure by the Customer to implement or procure the implementation of recommendations in respect of, or solutions to errors, in the Software advised by Alaris (iii) wilful damage, (iv) any maintenance of the Software by any person other than Alaris or its designees or without Alaris' prior written consent; (v) any failure, fault, accident, neglect or misuse of equipment, software or media not supplied by Alaris; and (vi) any breach of Customer's obligations under

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

9. **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, special, incidental or consequential loss or damage whatsoever. (2) Alaris's sole obligation and liability for breach of the warranty set out in Section 8 (1) above, is for Alaris to use commercially-reasonable efforts, at Alaris' expense, to replace software media or modify the Software so that the warranty specified under Section 8 (1) is true. In the event of a warranty claim, Customer shall be responsible for the removal of any defective Software and subsequent replacement of any replacement Software. (3) Subject to (1) and (2), Alaris'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 total Price paid by the Customer for the specific Software giving rise to the claim in the 12 months prior to the claim in which the loss or damage occurred. (4) Nothing in the Contract shall be deemed to exclude or limit Alaris's liability in respect of: (i) Loss or damage caused by wilful 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, save for in relation to a claim pursuant to (4) must be notified to Alaris within twelve (12) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.

10. **INTELLECTUAL PROPERTY:** 1) Customer acknowledges that all intellectual property rights in the Software Maintenance Services shall belong to Alaris or the relevant third-party owners (as the case may be). (2) Customer shall not cause or permit any third party to cause any damage or endanger the Intellectual Property Rights of Alaris.

11. **INDEMNIFICATION:** (1) Without prejudice to any other rights of Alaris, Customer shall indemnify Alaris for any loss suffered by Alaris (including reasonable legal fees and costs) by reason of any use by Customer, Customer's employees, agents or customers, whether arising directly or indirectly, of the Software other than in accordance with 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 (4) Customer shall have the sole right to conduct Customer shall not, except with the prior written consent of Alaris, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term the giving by the claimant or plaintiff to Alaris and its Affiliates a release from all liability and blame with respect to the claim.

12. **SUSPENSION AND TERMINATION**. (1) If Alaris's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"), Alaris shall without limiting its other rights or remedies have the right to suspend performance of the Software Maintenance Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations (to the extent the Customer Default prevents or delays Alaris's performance of any of its obligations). (2) Alaris shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Alaris's failure or delay to perform any of its obligations as set out in the Contract; and the Customer shall reimburse Alaris on written demand for any costs or losses sustained or incurred by Alaris arising directly or indirectly from the Customer Default. (3) Without prejudice to its other rights, Alaris may terminate the Contract or in its sole discretion suspend performance of the Software Maintenance Services immediately by written notice to the Customer in the event that (i) Customer fails to pay any sums due under the Contract (ii) Customer breaches any terms of the Contract, including failure to install software updates, maintenance upgrades and patches as soon as reasonably possible (iii) Customer is unable to pay its debts as they fall due, passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect, enter into a receivership or liquidation or otherwise ceases to carry on business or an analogous event occurs to Customer in any jurisdiction (iv) an event pursuant to Section 15.2 or pursuant to Section 16.5.

13. **CONFIDENTIAL INFORMATION.** (1) All non-public, confidential or proprietary information of Alaris, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Alaris in connection with the Contract, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," shall be deemed to be confidential, to be used solely for the purpose of performing under the Contract and may not be disclosed or copied unless authorized in advance by Alaris in writing. (2) Upon Alaris'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 endeavours 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.

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

15. **MAJOR BUSINESS CHANGE:** (1) If in the reasonable opinion of Alaris there is or is likely to be a major change in the business operations of Alaris or the Customer which has or could have an adverse impact on the viability of the provision of the Software Maintenance Services to be supplied to the Customer ('Major Business Change'), Alaris shall notify the Customer and Alaris and the Customer shall meet and discuss in good faith whether the provisions of any Contract between Alaris and the Customer needs to be varied. (2) In the event that the parties cannot agree in good faith on such contract variations within a period of 30 days of the parties meeting, then either party has the right to terminate any contract 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 contract 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.

16. **MISCELLANEOUS:** (1) Any notices sent to Customer under these Conditions shall be sent to the attention of the Legal Department at legal@kodakalaris.com. (2) Provisions of these Conditions which by their nature should apply beyond their terms will remain in force after any

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termination or expiration of these Conditions. (3) 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. (4) No waiver by Alaris of any of the provisions of these Conditions is effective unless explicitly set forth in writing and signed by Alaris. (5) No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. (6) Neither party shall have any liability for a failure to meet it's obligations to the extent that this failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of the affected party and the period of time to fulfil any obligations (save for obligations to make payment) shall be correspondingly extended. (7) Customer shall not assign, transfer, delegate or subcontract any of its rights or obligations under these Conditions without the prior written consent of Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. Alaris may at any time assign or transfer any or all of its rights or obligations under these Conditions without Customer's prior written consent to any affiliate or to any person acquiring all or substantially all of Alaris's assets. (10) 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. (11) 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. (12) Subject to the terms of any signed written agreement which shall prevail, these Conditions 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. (13) Each party acknowledges to the other that it has not been induced to enter into these Conditions 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. (14) 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. (15) Without waiver or limitation of any of its rights or remedies where Alaris has incurred any liability to the Customer, 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. (16) Alaris reserves the right to alter or amend these Conditions or any special terms generally or for any particular class of Software Maintenance Services by written notice to the Customer. (17) All matters arising out of or relating to these Conditions shall be governed by and construed in accordance with the laws of Spain, 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 Conditions shall be brought in the Spanish courts located in Madrid, 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.