

Alaris Partner Portal Terms of Use

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR ACCESSING THE PORTAL.

A. OVERVIEW

The Alaris Partner Portal (the “**Portal**”) is provided to you by either Kodak Alaris Limited if you reside in Europe, the Middle East or Africa (“**EMEA**”) or Kodak Alaris Inc. if you reside elsewhere. If you reside in EMEA, these Terms of Use are entered into between you (“**User**”) and Kodak Alaris Limited of Hemel One, Boundary Way, Hemel Hempstead, HP2 7YU, or if you reside elsewhere, these Terms of Use are entered into between You and Kodak Alaris Inc. of 336 Initiative Drive, Rochester, NY 14624 (in either case “**Alaris**”).

The Portal is separate and distinct from any other goods or services offered by Kodak Alaris. Please refer to the terms of use for those goods or services when using such, including without limitation those provided at legal.kodakalaris.com.

B. USE OF THE PORTAL

By accessing or using the Portal, User acknowledges that they have read, understand and agree to be bound by these Terms of Use (these “**Terms of Use**”), and the applicable law. These Terms of Use contain Users rights, obligations and restrictions when using the Portal. If User does not agree to these Terms of Use, please do not use or access the Portal. Alaris reserves the right to modify these Terms of Use at any time without prior notice. Use of the Portal following any such modification constitutes User’s agreement to follow and be bound by these Terms of Use as modified.

Additional terms and conditions applicable to specific areas of the Portal or to particular content, services, or transactions are also posted in relevant sections of the Portal and, together with these Terms of Use, govern the use of those areas, content, services or transactions.

User may use the Portal, and the information, writings, images, incentive programs, discounts and/or other works or materials that can be seen, heard or otherwise experienced on the Portal (singly or collectively, the “**Content**”) solely for purposes related to the pre-existing commercial relationship between User and Alaris. No right, title or interest in any Content is transferred to User, whether as a result of downloading such Content or otherwise.

Alaris reserves the right to revise and/or remove any Content, or cease operation of the Portal altogether at any time. Use of the Portal constitutes User’s acknowledgement that Alaris may alter and/or remove Content, or cease operation of the Portal, and that User shall have no remedy at law or otherwise for such revisions to, or removal of, Content from the Portal.

C. RESTRICTIONS ON USE

User agrees to use the Portal only for lawful purposes. User agrees not to take any action that might compromise the security of the Portal, render the Portal inaccessible to others or otherwise cause damage to the Portal or the Content or interfere with the rights of third parties. User agrees not to change or delete any ownership notices from any materials downloaded, printed or otherwise obtained via the Portal; not to modify, copy, translate, broadcast, perform, display, distribute, frame, reproduce, republish, download, display, post, transmit or sell any Content available through the Portal, unless the Portal explicitly provides that any such actions are authorized with respect to specific Content. User may not mirror or frame the home page or any other pages of the Portal on any other web site or web page and are prohibited from using any of the marks or logos appearing

throughout the Portal, or on any Content without the express written permission of the trademark owner, except as permitted by applicable law.

D. ACCOUNTS

User will need an account within the Portal (an “**Alaris Account**”) in order to utilize the features of the Portal. Users must use reasonable efforts to protect their accounts, including by keeping passwords and user names confidential. User is responsible for the activity that happens on or through its account. Users may change or recover account settings, or learn of any unauthorized use of their password or account by contacting Alaris customer service. User agrees to immediately notify Alaris of any unauthorized use of its Alaris Account. The Portal (and Alaris’ other AAD-connected apps) use the Microsoft™ Azure™ Active Directory (AAD) B2B model. This model uses ‘federated authentication’. Kodak Alaris does not directly create credentials (user name, password) for the Portal. Instead the portal will either (i) invite and link credentials from the Partner’s Microsoft directory for use in the Portal, or (ii) prompt the User to create a new Microsoft™ account that will thereafter be used to access the portal. This means that the password, and password rules are not particular to Kodak Alaris, but instead are particular to the individual user’s company policies (in the case Partner directory credentials are used) or the individual User’s Microsoft™ account. Alaris employees will not be able to reset a User’s Portal password. To reset their password, User will need to contact their own company’s IT department or in the case of an individual Microsoft™ account, use Microsoft’s ‘forgot password’ capability.

Users must use reasonable efforts to protect their accounts, including by keeping passwords and user names confidential. User is responsible for the activity on the Portal that happens on or through its account. If accessing the portal through a company account that has been linked with Microsoft services, Users may change or recover account settings, or learn of any unauthorized use of their password or account by visiting <https://mysignins.microsoft.com/>. If accessing the portal through a personal account linked with Microsoft services, Users may change or recover account settings, or learn of any unauthorized use of their password or account by visiting <https://account.microsoft.com/security>. User agrees to immediately notify Alaris of any unauthorized use of its Alaris Account.

Alaris may display User profile names, company, title, profile photos, and actions taken on the Portal or on applications connected to your Account, whether owned and/or managed by Alaris or third-parties. User may choose to limit the sharing or visibility of certain information by adjusting the settings on their Alaris Account, and Alaris will respect any such choices that are made by User to limit sharing or visibility settings in Account. Additional information about how Alaris uses and stores content and other data can be found in the Kodak Alaris Privacy Policy found at: Alarisworld.com/go/partnerprogramprivacy_en.

User must sign in to its Account periodically, at a minimum once each year, to keep services associated with its Account active. If User does not sign in for over a year, Alaris may, at its sole discretion, choose to close User’s Account.

In the event that a User accessing the Portal using a Microsoft™ account provided by the Partner, leaves the partner company, shall notify Kodak Alaris as soon as reasonably practicable so that Alaris can close the User’s Account. IN the event credentials linked to Partner’s Microsoft directory are used to access the Portal, the Partner is responsible to deactivate the User’s credentials.

Users creation of and use of a Microsoft™ account is subject to the Microsoft™ [Services Agreement](#) and [Privacy Statement](#).

E. USER CONTENT

User agrees that any information it provides to Alaris, including but not limited to information regarding the User and the User's potential business opportunities and third-party customer information (the "User Content") will be true, accurate, current and complete. User also agrees that it will ensure the User Content remains accurate, complete and up to date at all times. Moreover, user acknowledges and agrees that it shall obtain adequate consent in accordance with applicable data privacy laws and regulations for any third-party Personal Information that User enters into the Portal, and that it shall obtain the third-party's consent to be contacted by Alaris for any third-party information provided in connection with a Deal Registration or received as a result of an event or effort for which Alaris has provided a Marketing Fund.

F. INTELLECTUAL PROPERTY

All intellectual property in and to the Portal, the Content, or any other material accessed through the Portal is owned by Alaris, its affiliates and its licensors, or other copyright owners who have authorized their use on the Portal, which includes (without limitation) materials protected by copyright, trademark, or patent laws. Alaris is a trademark of Kodak Alaris Inc. The "Kodak" trademark and trade dress are used by Alaris under license from Eastman Kodak Company. All trademarks and trade names used are the property of their respective holders. All content on the Portal is a collective work under the United States and/or the United Kingdom and other copyright laws and is the proprietary property of Alaris. Nothing in these Terms of Use shall be interpreted as granting any license of intellectual property rights to User.

G. LINKS TO THIRD-PARTY WEB SITES

Links on the Portal to third party web sites or information are provided solely as a convenience. By using these links, User will leave the Portal. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Alaris of the third party, the third-party web site, or the information contained therein. Alaris is not responsible for the availability, content or policies of any such web sites and access such third-party websites is solely at Users own risk.

H. PRIVACY AND COOKIES

The Kodak Alaris Partner Program Privacy Policy found at Alarisworld.com/go/partnerprogramprivacy_en is incorporated into these Terms of Use by this reference, and further describes the collection and use of information on and through the Portal and the use of cookies in connection with use thereof.

I. DISCLAIMER OF WARRANTIES

USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION.

The Portal, including the Content found on the Portal is provided "as is" and without warranties of any kind.

To the fullest extent permitted by law, Alaris disclaims all warranties, express or implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, as to the operation of the Portal, use of the Portal and the Content.

Alaris does not represent or warrant that the Portal will be uninterrupted or error-free, that any defects will be corrected, or that the Portal or the server that makes the Portal available is free of viruses or anything else harmful.

Alaris does not warrant or make any representations as to the security of the Portal. User acknowledges any information sent may be intercepted by unauthorized third parties and Alaris

cannot guarantee and does not promise any specific results from use of the Portal. Alaris further cannot and does not guarantee or warrant that files available for downloading through the Portal will be free of infection by software viruses or other harmful computer code, files or programs.

J. LIMITATION OF LIABILITY

USER'S ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION.

IN NO EVENT WILL ALARIS NOR ITS AFFILIATES, SUPPLIERS AND/OR LICENSORS BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH: (I) THE USE OF OR INABILITY TO USE THE PORTAL, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE PORTAL; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PORTAL, AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE PORTAL, OR THE CONTENT, EVEN IF ALARIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF USER IS DISSATISFIED WITH THE PORTAL, THE CONTENT, OR WITH THE TERMS OF USE, USER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PORTAL.

ALARIS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A VIRUS, DISTRIBUTED DENIAL-OF-SERVICE ATTACK OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT USER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO USER'S USE OF THE PORTAL OR TO USER'S DOWNLOADING OF ANY CONTENT OR ON ANY WEBSITE LINKED TO IT. THAT SAID, IF ALARIS IS FOUND TO BE LIABLE TO USER FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH USER'S (INABILITY TO) ACCESS AND/OR USE THE PORTAL, ALARIS' AGGREGATE LIABILITY FOR ANY ONE OR MORE CLAIMS ARE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW BUT IN NO EVENT SHALL EXCEED US\$100.00 OR £50.00 AS THE CASE MAY BE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

NOTWITHSTANDING THE ABOVE, NOTHING IN THESE TERMS OF USE EXCLUDES OR LIMITS 'ALARIS' LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

K. INDEMNIFICATION

User understand and agrees that User is personally responsible for User's behavior on the Portal. User agrees to indemnify, defend and hold harmless Alaris, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers from and against all claims, losses, liabilities, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of use or misuse of the Portal, the Content, the User Content, violation by User of these Terms of Use, any law or the rights of any third party.

L. UNSOLICITED IDEA SUBMISSION POLICY

Any unsolicited ideas sent to Alaris or anyone at Alaris, whether delivered via online posting, email, letter, or any other transmission medium, (1) the idea will automatically become the property of

Alaris, without any compensation to User; (2) Alaris will have no obligation to return your idea to User or respond in any way; (3) Alaris will have no obligation to keep the idea confidential; and (4) Alaris may use the idea for any purpose whatsoever, including giving the idea to others.

M. GENERAL PROVISIONS

1. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Alaris of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
2. Correction of Errors and Inaccuracies. The Portal, and in particular the Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Alaris therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Alaris does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.
3. Severability. If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use, or invalidate or render unenforceable such term or provision in any other jurisdiction.
4. Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. See our Notice and Procedure for Making Claims of Copyright Infringement at legal.kodakalaris.com.
5. Notices. Any notices to be sent to Alaris in connection with these Terms of Use should be sent to legal@kodakalaris.com.
6. Language. These Terms of Use are drafted in the English language. Alaris and the Partner / Member accept and approve the English version of these Terms of Use Conditions as controlling in any dispute between Alaris and the Partner / Member arising from or related to these Terms of Use. Any copies of these Terms of Use in any language other than English (including but not limited to those found in Appendix A) are provided as a courtesy only, and shall have no force or effect.
7. Choice of Law/ Choice of Forum. If User is resident of the U.S. or Canada, User agrees that these Terms of Use are governed in all respects by the laws of the State of New York, USA, without regard to its choice of law provisions, and that all disputes, claims and legal proceedings directly or indirectly arising out of or relating to these Terms of Use shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Monroe County, New York, USA. If User resides outside of the U.S. or Canada, all disputes, claims and legal proceedings directly or indirectly arising out of the Terms of Use shall be subject to English law, without regard to any conflicts of law principles that would result in the application of the law of any other jurisdiction and shall be exclusively settled by the courts of England and Wales.

APPENDIX A COURTESY TRANSLATIONS

For your convenience, translations of the Alaris Partner Portal Terms of Use are available in Spanish, Portuguese, Chinese and Japanese. Please be advised that these translations are provided for reference only, and do not form a legally binding part of the Program Documents. In the event of any conflict between the English version of the Program Documents, and a translation in any other language, the English version shall prevail.

To read a courtesy translation of the Partner Program documents referenced in this document, please click the following links.

Para leer una copia de cortesía en español, haga clic:

- [Condiciones de uso del Portal para Socios de Alaris](#)

Para ler uma cópia de cortesia em português, por favor clique:

- [Termos de Uso do Portal de Parceiros Alaris](#)

要阅读中文副本，请点击：

- [Alaris 合作伙伴门户网站使用条款](#)

日本語の無料コピーを読むには、：

- [Alaris パートナーポータル利用規約](#)

To read a copy in English, please click here:

- [Alaris Partner Portal Terms of Use](#)