

**Kodak Alaris**  
**Service Agreement Terms**  
**KODAK Picture Kiosks**

The following terms and conditions will apply for Service of Kodak Picture Kiosk equipment (“Equipment”) located in Canada. All components of the Equipment that are mechanically, electronically, or remotely interconnected are required to be covered under a Service Agreement. The Service Agreement will be governed solely by the terms and conditions of this document; any additional terms and conditions provided by Customer will not apply.

**1. Five (5) Year Kodak Alaris Service Agreement pricing available with the purchase of new KODAK Picture Kiosk equipment:**

- \$2167 for the KODAK Picture Kiosk G20 Order Station Console
- \$2667 for the KODAK Picture Kiosk G20 17" Digital Station (includes: Order Station Console and 6850 printer)
- \$2833 for the KODAK Picture Kiosk G20 24" Print Station (includes: Order Station Console, 6850 printer, 8810 printer and print scanner)
- \$2833 for the KODAK Picture Kiosk G20 36" Print Station (includes: Order Station Console, (1) 6850 printer, 8810 printer and print scanner)
- \$3000 for the KODAK Picture Kiosk G20 36" Print Station (includes: Order Station Console, (2) 6850 printers, 8810 printer and print scanner)

**2. Service Agreement Period**

Kodak Alaris supports the KODAK Picture Kiosk Order, Digital and Print Station hardware against manufacturing defects for five years from date of installation.

**3. Service Agreement Repair Coverage**

During the Service Agreement period, Kodak Alaris will provide telephone assistance to help isolate the hardware malfunction and instruct customer on appropriate repair procedure.

**4. Replacement Parts**

When a replacement part is required, Kodak Alaris will provide a new or reconditioned Customer Replaceable Unit (“CRU”) to replace the defective component or assembly. Most CRUs and parts (such as the console, printer, and print scanner) are designated as exchange parts and must be returned to Kodak Alaris to avoid a charge. The customer is responsible for removing the inoperable CRU, installing the new one, packing the inoperable unit, and requesting the carrier to pick it up for return to Kodak Alaris, in accordance with Kodak Alaris instructions. Customer will be responsible for damage to returned units caused by failure to use packaging approved by Kodak Alaris or failure to follow Kodak Alaris’ instructions.

**5. Service Agreement Service and Support**

**A. Telephone Assistance (Support Center Assistance)**

Base coverage – Monday – Sunday, 8:00 a.m.- 5:00 p.m. local time, excluding holidays.

**B. Customer Replaceable Unit (“CRU”) Service** – delivered Monday – Kodak Alaris shall provide and ship all replacement CRUs for Equipment during the Term. CRUs are delivered Monday – Friday, 8:00 a.m. - 5:00 p.m. local time, excluding holidays. Except where replacement CRUs are provided as a result of that which is described in Section 8 of this Schedule, Customer shall not be charged for any CRU and shipping costs associated with the maintenance of the Equipment. Kodak Alaris will deliver CRUs as follows: Monday through Friday 8:00 a.m. to 5:00 p.m., local time, excluding holidays.

If an exchange part is required, Customer will be provided packing and shipping instructions to permit Customer’s inoperable unit to be returned to Kodak Alaris. Customer is expected to have the inoperable unit picked up by the carrier within 2 business days after receiving the CRU. If the Customer has not scheduled the inoperable unit for pickup within 7

business days, Customer will be invoiced and becomes responsible for the CRU charge, and applicable shipping

**6. How to Obtain Service, or ask Questions about Service**

Call Kodak Alaris at 1 (800) 624-2439 and provide K-number in order to obtain service.

**7. Other Customer Responsibilities**

Customer is required to designate an authorized caller, who will be responsible to:

- A. Provide initial problem-solving assistance to system operators.
- B. Coordinate all requests for assistance and act as liaison with Kodak Alaris service personnel.
- C. Ensure appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak Alaris.
- D. Maintain software documentation and software updates.
- E. Perform or have oversight for Customer maintenance and error recovery procedures.
- F. Ensure immediate access to equipment for service personnel when service is requested.
- G. Provide specific information when processing a CRU, and install the CRU unit per Kodak Alaris’ instructions.

**8. Limitations**

Repair services and replacement parts will not be provided under the Service Agreement for:

- circumstances beyond Kodak Alaris’ control
- problems due to failure of Customer to conform to Kodak Alaris’ site specifications
- relocation of equipment or service associated with such relocation
- service or parts associated with any unauthorized modifications, attachments or services
- failure to follow Kodak Alaris’ operating instructions
- Consumables and supply items
- digital print scanner platen glass
- service required because of Customer negligence, misuse, abuse, or operator error
- service resulting from issues associated with connection to other manufacturer’s equipment NOT covered by a Kodak Alaris Service Agreement.

Service not covered by Service Agreement will be invoiced at then-prevailing time and material rates. Kodak Alaris will advise Customer when service issues should be redirected to another manufacturer.

**1. Limitation of Liability**

IN NO EVENT WILL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT OR GOODWILL, DOWNTIME COSTS, LOSS OF USE OF EQUIPMENT, LOSS OF DATA, THE COST OF SUBSTITUTE EQUIPMENT, GOODS OR FACILITIES, OR CLAIMS FROM THIRD PARTIES FOR SUCH DAMAGES.

## 2. Indemnification

Each party (the "Indemnifying Party") hereby agrees to indemnify the other party and its parent, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, agents and employees, from, against and in respect to any damages, claims, losses, charges, actions, suits, proceedings and reasonable costs and expenses (including reasonable attorneys' fees) arising out of a breach of this Agreement by the Indemnifying Party or a negligent or willful act or omission of the Indemnifying Party in connection with this Agreement. Each party's indemnification obligations hereunder shall be subject to (i) receiving prompt written notice of the existence of any action or loss; (ii) being able, at its option, to control the defense of such action; (iii) permitting the indemnified party to participate in the defense of any action at its own costs; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

## 3. Default and Termination

**INSOLVENCY DEFAULTS.** EITHER PARTY MAY TERMINATE THIS AGREEMENT IMMEDIATELY IF THE OTHER PARTY CEASES TO CONDUCT ITS OPERATIONS IN THE NORMAL COURSE OF BUSINESS, BECOMES INSOLVENT, OR FILES FOR OR BECOMES THE SUBJECT OF A BANKRUPTCY PETITION, OR IS PLACED IN RECEIVERSHIP.

**OTHER DEFAULTS.** IF EITHER PARTY IS IN MATERIAL DEFAULT OF THE AGREEMENT, THEN THE OTHER PARTY MAY PROVIDE NOTICE OF DEFAULT TO THE DEFAULTING PARTY. IF THE DEFAULT IS NOT CURED WITHIN THIRTY (30) DAYS FROM THE DATE OF NOTICE, THE NON-DEFAULTING PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME THEREAFTER.

**TERMINATION FOR CONVENIENCE.** THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY AT ANY TIME UPON NINETY (90) DAYS ADVANCE WRITTEN NOTICE.

**OBLIGATIONS UPON TERMINATION.** NOTWITHSTANDING THE EXPIRATION OR OTHER TERMINATION OF THE AGREEMENT, NO PARTY SHALL BE RELEASED FROM ANY OBLIGATION UNDER THIS AGREEMENT, WHICH ACCRUED PRIOR TO THE DATE OF SUCH EXPIRATION OR TERMINATION, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

## 4. Confidentiality

Customer acknowledges that any maintenance materials, repair parts, loaned equipment, tools, documentation, diagnostics and test equipment used or provided by Kodak Alaris in connection with the delivery of the Services and/or Additional Services (collectively, the "Confidential Information"), contain confidential and proprietary information of Kodak Alaris, and/or its subsidiaries and affiliates. Further, Confidential Information expressly includes the terms and conditions of this Agreement, including but not limited to the pricing information set forth herein. Customer shall not directly or indirectly disclose to any third party any Confidential Information and shall use reasonable care to protect the Confidential Information, and in no event use less than the same degree of care to protect the Confidential Information as it would employ with respect to its own information of like importance which it desires to keep confidential.

## 5. Force Majeure

No party shall be responsible for any failure to perform any of its obligations (other than payment obligations) under this Agreement where and to the extent that such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United

States, sabotage, strikes, lockouts or labor difficulties or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from any further performance of those of its obligations in the Agreement which are effected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

## 6. Governing Law; Severability

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, excluding its conflicts of laws principles. Any term or provision in the Agreement that may be invalid or unenforceable under the laws of any state or other jurisdiction shall not affect the validity or enforceability of this Agreement and its remaining terms and provisions and such invalid or unenforceable term or provision shall be deemed not to be part of this Agreement.

## 7. Assignment

Neither party shall have the right to assign or otherwise transfer its rights under this Agreement or any interest in the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment shall be null, void and of no legal effect; provided, however, that either party shall have the right to assign this Agreement to its parent corporation or a wholly owned subsidiary without the prior written consent of the other party, provided that no such assignment shall relieve the assigning party of its obligations this Agreement.

## 8. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

## 9. Entire Agreement; Amendment; No Waiver

This Agreement will supersede any other prior or contemporaneous agreements, representations, warranties and understandings relating to the subject matter hereof and contains the entire agreement between the parties. No amendment, modification, termination or waiver of any provision of this Agreement, or consent to any departure from such agreement, shall in any event be effective unless the same shall be in writing and signed by a duly authorized representative of each party and such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay on the part of a party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy thereof.

## 10. Headings

Headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement.

## 11. Electronic Mail Communications

Customer acknowledges that Kodak Alaris intends to send electronic mail communications to Customer regarding this Agreement, the products and services described in the Agreement, and further agrees that all such electronic mail communications to employees, associates or contractors of Customer who are involved with the Agreement are transactional or relationship messages within the meaning of the CAN-SPAM Act of 2003.

## 12. Subcontractors

Kodak reserves the right to, and Customer grants consent to allow, the use of subcontractors to assist in the provision of the Services and/or Additional Services under this Agreement at Kodak Alaris' discretion and without notice to Customer.

Agreed to by Customer:

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Signature of Authorized Representative

Date

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To be filled in by Kodak Alaris Reseller before Customer signs Service Agreement:

- Name of Customer and address(es) of covered Equipment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Identify Equipment by Type and K-Number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return to: Kodak Alaris Business Development Manager