

**EASTMAN KODAK COMPANY**  
**Kodak Document Imaging Products and Services**  
**Care Kit Extended Warranty and Post Warranty Agreement Terms and Conditions**  
**(United States and Canada)**

Eastman Kodak Company ("Kodak") and you, the customer ("Customer") agree that the following terms and conditions will apply to the provision of services by Kodak for the products defined below located in the United States, certain areas of Alaska and Hawaii. Service is also available in Canada for equipment located within 325 road Km of a Kodak Service City, excluding Yukon and Northwest Territories, Northern Quebec, Labrador, and other remote areas. In order to obtain uninterrupted service, this Agreement must be purchased prior to expiration of the original equipment warranty and registered with Kodak within 10 days of purchase, or in the case of a Care Kit Extended Warranty and Post Warranty Agreement, prior to the renewal date of such Agreement. The term of the Agreement is stated on the Care Kit package. **Kodak reserves the right to confirm the date of purchase before providing Agreement coverage.**

**1 Products.** Products covered by this Care Kit Extended Warranty and Post Warranty Maintenance Agreement (the "Agreement") are commercial office equipment manufactured by Eastman Kodak Company (the "Products"), non-make or model specific, used by customers in an office environment for purposes of recording, indexing, retrieving, storing, printing and/or viewing of documents. If a Product is covered under an Agreement, warranty or the same level Agreement must also cover all interconnected components of that Product.

**2 Customer Responsibilities.** Customer will designate an authorized representative for the purpose of interacting with Kodak's service personnel. The authorized representative will be responsible to: (1) provide initial problem-solving assistance to site users; (2) coordinate all requests for assistance and act as liaison with Kodak service personnel; (3) perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak; (4) maintain system and Product documentation and install software updates; maintenance upgrades and patches supplied by manufacturers, (5) perform routine maintenance and error recovery procedures as defined in the individual Product manuals; (6) supply consumable items (such as glass, lamps, feed rollers, Image Maintenance Kits, discs, paper, ribbons, print heads, print drum, developer or other components that are replaced due to normal wear and/or as referenced in the relevant manufacturer's manual(s); (7) provide service personnel with immediate access to the Products when service is requested; (8) when necessary, supply and maintain a modem and communication software approved by Kodak which satisfies the respective manufacturer's Product specifications; (9) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Product; (10) provide continuous and appropriate resource availability during problem resolution.

*Note:* Failure to meet these responsibilities may result in additional charges at prevailing Per-Call rates.

**2.1 Customer Software.** Prior to service commencing on computers with hard drives, Customer is responsible for creating a back-up copy of the file from the hard drive. Kodak is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the Kodak formatting procedures for specific Products. Customer is responsible for restoring data. Kodak shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on a Product.

**2.2 Product Condition.** Customer warrants that the Product covered by this Agreement (a) is in proper operating condition, (b) is without any unauthorized modifications, (c) has all safety features in working condition, and (d) has been maintained in accordance with manufacturer's Product performance

specifications. Kodak reserves the right to inspect the Product and site installation to confirm that such Products meet Kodak's then-current minimum conditions for service. At Kodak's discretion, such inspection and any repairs necessary to bring the Product up to Kodak's minimum conditions for service shall be treated as Per-Call Service. If at any time Customer fails to maintain the Product in proper operating condition as described above, Kodak may cancel this Agreement immediately upon written notice to Customer.

**3 How to Obtain Service.** Customer must call Kodak's Customer Support Centers and provide the Product's K-number or serial number, which number shall be located on the respective Product(s).

USA:	1-800-356-3253
Canada (except Toronto and the province of Quebec)	1-800-268-1567
Toronto	416-766-8400
Providence of Quebec	1-800-268-1534

**4 Types of Service.**

**4.1 Telephone Support.** Kodak will provide toll-free telephone support from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time.

**4.2 On-Site Service.** Kodak will provide on-site service from 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time. Service includes adjustments and/or replacement of parts required to maintain Products operating consistently within Kodak's published specifications.

**4.3 Periodic Maintenance.** Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the equipment in proper operating condition. Additional scheduled PMs may be purchased to supplement coverage.

**4.4 Extended Hours.** Kodak will use commercially reasonable efforts to provide for service outside of contracted hours. Any such service performed will be billed at prevailing Kodak Per Call Overtime rates. Depending upon local service capabilities, available extended hour plans include 5-, 6-, and 7-day, 8-, 16-, and 24-hour options at additional cost.

**4.5 Holidays.** Contract support will not be provided on National holidays (New Years, Memorial, Independence, Labor, Thanksgiving and Christmas Days). Support is available at on a best efforts basis at prevailing Per Call Holiday rates.

#### 4.6 Response Time

##### KODAK Products

###### In the USA

Distance from Kodak Service City	Within Contract Hours
Zone 1 (0 to 50 Miles)	4 hours
Zone 2 (51 to 100)	4 hours
Zone 3 (Over 100 Miles)	Next Business Day
Over 200 miles	Contact Kodak

###### In Canada

Road Distance from Kodak Service City	Within Contract Hours
0-80 Km	4 hours
81-160 Km	6 hours
161-325 Km	12 hours
Beyond 325 Km	Not Available

#### 4.7 Advanced Unit Replacement ("AUR") Support (if applicable).

If Kodak determines a Product is not operating consistently within manufacturer's specifications, Kodak will provide next day AUR subject to availability of courier service. The replacement Product will perform at the minimum specifications of the current Product, but may not be the exact make and model. When AUR support is necessary, Kodak will ship the replacement unit to Customer's location, transportation prepaid. Upon delivery of a replacement unit, Customer must place the malfunctioning unit in the shipping case, apply the enclosed labels and call the carrier for pickup within 5 business days after receiving the AUR. Kodak 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.

#### 4.8 Software Product.

Kodak will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on **licensed Kodak Software Product** only. Kodak may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Kodak's Software Product operating specifications. Unless Product documentation states otherwise, support will be provided for the current and previous Version Release of the **licensed Kodak Software Product**. For **licensed Kodak Software Product**, maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.

Kodak reserves the right to develop new features and functionality improvements, which will be offered to Customers as Version Releases under a separate price schedule.

##### NOTES:

i) All software and/or changes are subject to the terms and conditions of the Kodak Software License Agreement that was in effect at the time the software was licensed from Kodak. License Terms are applicable as long as the software is being used, even if maintenance services are no longer available.

ii) Some Kodak Software Products are licensed under a Renewable Software License Agreement which includes an annual license fee that entitles Customer with a "Right to Use" the software and to receive the maintenance services defined above as long as maintenance services are available.

#### 4.9 Parts.

Image Maintenance Kits, supply items and consumables, such as discs, paper, ribbons, print heads, feed rollers and all other items as referenced in the relevant manufacturer's manual(s)] required to maintain Products operating consistently within manufacturer's published specifications may not be

included in this Agreement and will be invoiced separately. Parts or components replaced by Kodak will be either new or remanufactured to Kodak new product standards. Parts removed from the system and replaced at no charge become the property of Kodak.

**NOTE:** If Kodak determines that Parts needed to maintain or repair equipment are not available, Kodak will cancel the Agreement and issue a prorated credit for any remaining prepaid coverage.

#### 5 Property of Kodak.

Maintenance material, tools, documentation, diagnostics and test equipment provided by Kodak shall remain the exclusive property of Kodak.

#### 6 Limitations.

The services outlined in these terms are Kodak's only obligation. Kodak will not be responsible for any indirect, incidental, consequential or special damages resulting from the sale, use or improper functioning or inability to use the Products and/or related software, regardless of the cause. Such damages for which Kodak will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the equipment, cost of any substitute equipment, facilities or services, or claims of Customer's customers for such damages. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence or fault of Kodak or by persons under its direction or control.

7 This Agreement does not cover (1) operating system services (e.g., database maintenance/recovery, product integration or application support, (2) system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database); (3) network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations (4) consultation services; (5) version release or software support to other than licensed Kodak Software Products; (6) Product installation, set-up, configuration or other non-repair services; (7) cable and installation of cable runs or any acquisition of permits (8) Customer training; (9) circumstances beyond Kodak's control (such as customer overriding, bypassing or defeating interlock switches on equipment or devices sold by Kodak or any other 3<sup>rd</sup> party); (10) problems due to failure of Customer to conform to Kodak's site specifications provided in the manufacturer's documentation; (11) time spent in locating Product not at the specified location or waiting for Product availability; (12) relocation of Product or service associated with relocation; (13) seasonal hibernation (de-installation) and reactivation (re-installation); (14) service or parts associated with any unauthorized modifications, attachments or service; (15) rebuilding or reconditioning of Product; (16) misuse or abuse of Product; (17) or failure to follow Kodak's operating instructions or instructions provided by the manufacturer.

Kodak may provide, at its sole discretion, service in these situations under the Per-Call terms and at prevailing Per-Call rates.

#### 8 Confidentiality of Customer Data.

Kodak does not wish to receive any confidential information of Customer in the course of providing maintenance services, and Customer is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its customers, employees or clients ("Confidential Information") to Kodak and its employees or contractors. However, in the event that Kodak's employees or contractors become exposed to Confidential Information, Kodak will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Customer uses to protect its own information of a like nature.

#### 9 Assignment.

This Agreement is not assignable without the prior written consent of Kodak, which consent will not be unreasonably withheld. The above notwithstanding and with notice to Kodak, Customer may assign the agreement without Kodak's consent to a

successor in interest by way of merger, acquisition, change of control or other sale of all, or substantially all, the assets of Customer to which this agreement relates. Any attempt by Customer to assign this agreement in violation of this provision shall be null and void.

10 **Language of the Agreement.** The Parties hereto specifically require that this Agreement, and all notices and other documents related hereto, be drawn in the English language. Les parties ci-jointes, exigent et acceptent par les présentes, que ce contrat et tous avis ou documents relatifs ou requis par les présentes, soient rédigés en langue anglaise.

11 **Renewals.** Renewals will be available at the prices and terms then in effect, as long as a Standard Maintenance Service Agreement is available.

12 **Force Majeure .** With the exception of any payments due hereunder, neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of cause(s) beyond the control and without fault or negligence of the non-performing party. Such cause(s) may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics and unusually severe weather, material shortages, strikes or similar labor disruptions.

13 **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive law of the State of New York as applied to agreements entered into between two residents of the State of New York, without regard to its conflict of laws principles; or the laws of the Province where the equipment is purchased and the laws of Canada applicable therein.

14 **Additional Terms.** These terms may be amended or supplemented only by the express agreement of the Parties, in writing and signed by each Party.

15 **Entire Agreement.** This Agreement and the terms and conditions set forth in the original equipment warranty, which are incorporated herein, represents the entire agreement and supercedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of this Agreement. Furthermore, in the event of a conflict of terms between this Agreement and the original equipment warranty, this Agreement shall be the controlling document.