

KA52 - Alaris Partner Program

Additional Terms for US & Canada Resellers

Purpose

- This document (“KA52”) provides additional terms of the Alaris Partner Program applicable to Resellers in the United States and Canada, and forms part of the Alaris Partner Program General Terms and Conditions

Effective Date

- January 1, 2020
 - This document replaces any and all prior partner programs for resellers offered by Alaris in the United States and Canada.
 - V6: Changed the effective date to January 1, 2020
 - V7: Software Rebate has been changed to 20%. Software Assurance Rebate has been discontinued, effective June 1, 2020.

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Eligible Participants and Membership Levels

Eligible Participants

- All channel partners and other resellers of Alaris products (“Resellers”) are eligible to participate as a member (a “Member”) of this Alaris Partner Program (this “Program”) with the following exceptions:
 - Alaris Authorized DMRs (Direct Marketing Resellers)
 - Strategic Alliance Partners
 - Resellers found to be in violation of the MAP Policy

Membership Levels

1. The membership status and corresponding benefits of a Member under this Program (each, a “Membership Level”) at the beginning of each calendar year, is the Membership Level earned by the Reseller during the previous calendar year. A Member may earn higher Membership Levels by achieving certain levels of activity as a channel partner of Alaris and meeting all other requirements for each Membership Level detailed below.
 - a. Registered Members. Status as a Registered Member is the base Membership Level. Reseller must register at <https://alarisportal.microsoftcrmportals.com/>.

- b. **Premier Members.** A Registered Member may earn status as a Premier Member by achieving an aggregate of \$500,000 in annual Revenue with respect to Alaris products during the then-current calendar year. (i.e. 2019)
 - c. **Elite Members.** A Registered Member or Premier Member may earn status as an Elite Member by achieving an aggregate of \$1,000,000 in annual Revenue with respect to Alaris products during the then-current calendar year. (i.e. 2019)
 2. Once a Member reaches a specific Membership Level, such Member will receive the benefits that are applicable to it at that time.
 3. The benefits applicable to each Membership Level are set forth below. Please contact your sales or marketing contact with Alaris with any questions.

	Registered	Premier	Elite
Requirements	<ul style="list-style-type: none"> Must be registered at https://alarisportal.microsofocrmportals.com 	<ul style="list-style-type: none"> Must be registered at https://alarisportal.microsofocrmportals.com \$500K in annual revenue at List Price – scanners and software only. 	<ul style="list-style-type: none"> Must be registered at https://alarisportal.microsofocrmportals.com \$1M in annual revenue at List Price – scanners and software only.
Benefits	<ul style="list-style-type: none"> Reseller will have access to Sales & Marketing Tools and can apply for Marketing Development Funds 	<ul style="list-style-type: none"> Reseller will have access to Sales & Marketing Tools and can apply for Marketing Development Funds Reseller can be listed on the Reseller Locator on the Alaris website, if they meet branding guidelines. 	<ul style="list-style-type: none"> Reseller will have access to Sales & Marketing Tools and can apply for Marketing Development Funds Reseller can be listed on the Reseller Locator on the Alaris website, if they meet branding guidelines.
Promotions	From time to time, Alaris may launch other promotions to drive business. Resellers can take advantage of all promos for which they meet the criteria outlined in the individual promotion document.	From time to time, Alaris may launch other promotions to drive business. Resellers can take advantage of all promos for which they meet the criteria outlined in the individual promotion document.	From time to time, Alaris may launch other promotions to drive business. Resellers can take advantage of all promos for which they meet the criteria outlined in the individual promotion document.

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Terms Applicable to all Benefits in this Document

1. "Alaris Scanners" include document imaging hardware branded as Kodak and as Alaris.
2. "Products", as used herein includes Alaris Scanners, consumables, accessories, and care kit services made commercially available by Kodak Alaris.
3. "VAD(s)" means Value-Added Distributors of Alaris Products
4. "POS data" or "POS report" means the Point of Sale report provided to Alaris by a VAD, and the data contained therein
5. List Price is the Alaris Published Price in effect at the time of purchase.
6. Alaris will be the sole judge on program disputes; all decisions regarding eligibility are final.
7. Alaris reserves the right to audit all program claims.
8. All Products must be purchased from an authorized distributor of Alaris Products.
9. Resellers based in the United States may not sell any of the Products outside of the United States; Resellers based in Canada may not sell any of the Products outside of Canada.
10. Alaris may discontinue the manufacture or availability of any product or make a change to any product relating to prices and terms of sale, performance, serviceability, recommended uses and application, or otherwise, at any time. Alaris will use reasonable efforts to provide advance notification of such changes.
11. Alaris reserves the right to change, and/or cancel this program at any time with written and/or electronic notification.
12. All rebates can be stacked unless noted. VADs and/or Resellers with special pricing may not be eligible for all rebates which will be noted in the Special Pricing Price Letter and/or Deal Registration.
13. Alaris will be the sole judge on eligible sales and program disputes, and all decisions regarding rebate eligibility and issuance are final. In the event of order cancellation and return, rebated amounts will be charged back.
 - Alaris reserves the right to recalculate back-end rebates within 6 months after rebate was paid.
 - If overpayment was issued, Alaris reserves the right to charge back.
14. Reseller shall not misrepresent in any way the Alaris logo, the Alaris name, trademarks or licensed trademarks, or the relationship between Reseller and Alaris.
15. To be eligible for placement on the Reseller Locator on the Alaris website, Reseller must have:
 - Current Products on their website;
 - Current Alaris and/or co-brand logo on their website; and
 - A dedicated page for Alaris Products.

NOTE: Alaris offers website syndication services. [Click here](#) for more information.
16. Participation in this program is at the sole discretion of Alaris.
17. All special pricing agreements are confidential. Failure to maintain confidentiality voids said pricing.
18. Reseller backend rebate payments:
 - Alaris will facilitate direct payment to the reseller. If it hasn't been done already, the below information will need to be provided to Alaris on Reseller Company letterhead. This can be sent as an email attachment to <mailto:rosemarie.vascukynas@kodakalaris.com>
 - If Reseller payment information is not provided on Reseller Company letterhead within 90 days of qualifying transaction, Reseller forfeits rebates earned.

Required Information

Company Name	Bank Name
Address	Bank Key (ABA Transit Routing Number)
City, State, Zip Code	Bank Checking Account Number
Reseller Contact	Bank Street Address/City/State/Zip
Phone Number	Bank Country

E-mail address	
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Minimum Advertised Pricing (MAP) Policy

US&C Minimum Advertised Price Policy

- **Introduction**

Alaris understands that our success depends on the success of our network of authorized Resellers. Further, we acknowledge that our Resellers invest significant resources into meeting their customer's needs. We want to protect our Resellers' ability to continue providing their customers with an exceptional customer experience, while at the same time discouraging price-based advertising that would be detrimental to our Resellers' service and support efforts, and the integrity of the Alaris brand in the eyes of consumers. As a result, Alaris has unilaterally established this policy (this "Policy") to institute minimum advertised prices ("MAP") for the Products as designated in our monthly VAR catalog for the [US](#) and [Canada](#).

- **Policy Statement**

Resellers are free to decide whether to follow this Policy but are encouraged to do so. This Policy does not constitute an agreement between any Reseller and Alaris.

If Alaris determines that a Reseller has advertised any MAP Product at a net price lower than the MAP or has otherwise violated this Policy, such Reseller will be designated an "Unauthorized Reseller" of Alaris and will not be eligible to participate in this Program (including taking advantage of Deal Registration) for the following time periods:

- (i) upon the first occurrence within any 12-month period, for a period of 60 days (reinstatement assumes all violations have been remedied prior to the expiration of such 60-day period); and
- (ii) upon a second occurrence within any 12-month period, indefinitely, until such Reseller is reinstated by the MAP Policy Administrator pursuant to the process and requirements set forth below.

Alaris will maintain a list of Unauthorized Resellers that will be made available to its VADs and will encourage its VADs to sell Products exclusively to authorized Resellers.

- **General Guidelines**

Alaris recognizes that Resellers are free to make their own decisions with respect to whether and how they sell any Alaris product, including the price of such product, without consulting with or advising Alaris. At the same time,

Alaris reserves the right to make its own decisions regarding programs available to Resellers, marketing materials, new product availability, and future promotional, joint marketing or sponsorship programs.

Alaris may from time to time, in its sole discretion and for any or no reason, modify the list of MAP Products and the applicable MAPs. Additionally, Alaris reserves the right to temporarily permit all Resellers to advertise MAP Products at prices lower than the MAP for a specified period of time (without removing such MAP Products from the list of MAP Products) by publishing notice thereof in advance with all relevant details.

This Policy applies to the price at which MAP Products are advertised, not the price at which MAP Products are offered for sale or actually sold to a consumer. Alaris is committed to maintaining a fair marketplace for all of its authorized Resellers.

- **Advertising Guidelines**

This policy applies to all advertisements of MAP Products in the United States and Canada in any and all media, including but not limited to:

- websites (including social media sites);
- apps;
- public signage, flyers and posters;
- coupons;
- mailers;
- inserts, newspapers and magazines; and
- any other print or electronic media.

This Policy does not apply to solely on-premise or in-store advertising that is not outwardly distributed or communicated to customers or published in any form of external media.

For the avoidance of doubt, any website features that may be considered to be outward communications initiated by a Reseller will be deemed to be advertising and are subject to this Policy. Such features include, but are not limited to, the following:

- “Click for price” features;
- Automated “bounce-back” pricing emails;
- Pre-formatted email responses and forms for any MAP Product available prior to such MAP Product being placed in a customer’s shopping cart;
- Automatic price displays for any MAP Product prior to such MAP Product being placed in a customer’s shopping cart.

This Policy also applies to any activity that Alaris determines, in its sole discretion, is intended to circumvent the intent of this Policy. Such activities include, but are not limited to, the following:

- Combining Products where the sales price together is lower than the combined price of each independently.
- Pricing with strike-throughs that don’t include a price higher than the minimum advertised price next to it.

The following are not considered to be a violation of this Policy, provided that no prices are listed for MAP Products and that the Reseller is otherwise in compliance with this Policy:

- An advertisement providing that a customer may “call for price” or “email for price”, or containing similar language, with respect to the MAP Products;
- A general advertisement providing that a Reseller has the “lowest prices” or will match or beat its competitors’ prices or containing similar language.

- **Policy Enforcement**

All questions or comments regarding this Policy are to be directed to [MAPadmin@kodakalaris.com] (the “MAP Policy Administrator”). The MAP Policy Administrator shall be solely responsible for determining whether a violation of this Policy has occurred, and for all communications regarding decisions and enforcement of this Policy. ALARIS SALES PERSONNEL AND OTHER EMPLOYEES HAVE NO AUTHORITY TO ISSUE SUCH COMMUNICATIONS OR MODIFY OR GRANT EXCEPTIONS TO THIS POLICY.

If the MAP Policy Administrator determines that a Reseller has violated this Policy, the Reseller will be designated an “Unauthorized Reseller” of Alaris, and:

- (i) Upon the first occurrence within any 12-month period, the Reseller will have 60 days to remedy all violations and provide documentation and certification thereof to the MAP Policy Administrator.
 - a. If all violations are remedied to the MAP Policy Administrator’s satisfaction prior to the expiration of such 60-day period, the Reseller will be reinstated as an authorized Reseller of Alaris and removed from the list of Unauthorized Resellers.
 - b. If any violations are not remedied to the MAP Policy Administrator’s satisfaction prior to the expiration of such 60-day period, the Reseller will be deemed to have committed a second violation and will be subject to sub-point (ii) below.
- (ii) Upon a second occurrence within any 12-month period, the Reseller must contact the MAP Policy Administrator to request reinstatement, which request must include documentation indicating that all violations have been remedied and certification thereof.
 - a. After receiving such a request, the MAP Policy Administrator may, in its discretion, institute a defined probationary period and impose such requirements and conditions for reinstatement as it deems appropriate.
 - b. Once the MAP Policy Administrator’s probationary period, requirements and/or conditions for reinstatement have been satisfied, the Reseller will be reinstated as an authorized Reseller of Alaris and removed from the list of Unauthorized Resellers.

Alaris will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable, and will not be altered for any Reseller. Alaris neither solicits, nor will it accept, any assurance of compliance with this Policy. Nothing in the Policy or in any other contract or agreement with Alaris shall constitute an agreement between Alaris and any Reseller that the Reseller will comply with this Policy.

Resellers are expected to cooperate with all reasonable requests made by Alaris, the MAP Policy Administrator or their designees in connection with any investigation regarding a violation of this Policy. Failure to cooperate with, or any action taken to obstruct or delay, such an investigation is itself a violation of this Policy.

Alaris will enforce this Policy uniformly and without notice.

- **Communications & Amendments**

Alaris will use reasonable efforts communicate any change to this Policy to its Resellers via electronic Channel Notices to those Resellers that are on its internal distribution list. To be added to the Channel Notice distribution list, you may email [MAPadmin@kodakalaris.com]. Notwithstanding the foregoing, Alaris reserves the right, at its sole discretion, to modify, amend, suspend or cancel this Policy at any time without any advanced notice. The current MAP Policy will be maintained in the Sales Information Library at sales.kodakalaris.com.

- **MAP Values**

- Current MAP values can be accessed in the VAR Product Catalog
- Products that Alaris has issued a Discontinuance Notice for are not included in MAP Policy

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Trade-In Rebates

Resellers may take advantage of rebates when customers purchase new Alaris scanners and trade in their old Alaris or other manufacturer scanners.

Eligible Products and Rebates

- Products eligible for trade-in and applicable trade-in rebates are specified in Table T-1 below.
 - Trade-In with Service values may be claimed if
 - Product being traded in has a current Alaris service contract which has been in effect for at least six (6) months.
 - OR**
 - a multi-year Alaris Care Kit is purchased with the new product.
 - OR**
 - a one-year or multi-year contract is purchased when trading in other manufacturers' (competitive) equipment.
- If the new Products being purchased qualify for Deal Registration, Deal registration is required in order to qualify for a trade-in rebate. Table T-1 specifies which products are eligible for Deal Registration.

Recycling

- If a reseller is trading in more products than they are purchasing, Alaris will pick up all scanner products at the same time and recycle them at no cost to the Reseller or end-user. No additional rebates will be paid on the additional units picked up.
 - Example: Reseller is trading in 3 i1860 scanners and purchasing 1 i5850 scanner
 - Reseller will earn the rebate for the 1 scanner purchased (if requirements are met)
 - Alaris will pick up all 3 i1860 scanners and recycle them at no charge.

Process

- Complete the attached Product Pickup and Payment Form
- Send Forms and Invoices to Alaris within **30 days** of the Reseller invoice date.
 - TradedIn@kodakalaris.com
- Alaris will then contact the end user with shipping information.
 - Products will **ONLY** be picked up from the end-user's location
- Alaris must receive Traded-in products within 60 days of the Reseller invoice date for the new product.

- Trade-In credit will not be issued to the Reseller until the traded-in products are received by Alaris, and the new equipment is purchased.

Scanner Packaging and Pick-Up

- Scanners being traded in that are equal to or less than 125 lbs. require the end user to supply packaging and package the scanner for pick-up.
- Alaris recommends use of the packaging material from the newly-purchased product.
- Alaris may send UPS Labels instead of arranging for truck pick-up.
- Products that are equal in weight and size to the i600 series through the i1800 series scanners DO NOT require end user packing. Alaris will arrange for pick-up.

Advertising

- Alaris reserves the right to advertise this program to end-customers

Table T-1: Trade-In Chart

Production Scanners

Model Purchased	Deal Reg Required? *	Kodak Alaris Trade-In			Competitive Trade-In									Standard Trade-In Rebate		
		Kodak Model**	Standard Trade-In Rebate	Trade-In Rebate with Svc***	Canon	Fujitsu	Panasonic	IBML	Inotec	Xerox	ScanOptics	Banctec	Opex			
i4250	No	i600 series i700 series DS3500 series Copiscans Spectrums Ngenuity i4000 series	\$125	\$500	DR-7550C DR-7580 DR-9050C DR-9080 DR-G1100 DR-G1130 DR-X10C DR-6050C DR-G2110 DR-G2140	fi-4990 fi-5900 fi-6400 fi-6800 M3099 M4099 fi-4860 fi-5750	KV-S3085 KV-S4065CW KV-S5076 KV-3065CL KV-S4085CW KV-S5046 KV-S5076H KV-S8127 KV-S8147			DocuMate 4799 DocuMate 4791						\$1,400
i4650	No		\$188	\$750												\$2,100
i4850	No		\$250	\$1,000												\$2,800
i5250(V)	Yes	i5000 series i600 series i700 series i800 series DS3500 series 7500 series Copiscans Spectrums Ngenuity	\$375	\$1,500	DR-G1130 DR-X10C DR-G2140	fi-5900 fi-5950 fi-6800	KV-S3105C KV-S8147			Scamax 403 Scamax 413 Scamax 423 Scamax 433 Scamax 442 Scamax 510						\$4,200
i5650(V)	Yes		\$563	\$2,250												\$6,300
i5650S	Yes	i5000 series i600 series i700 series i800 series DS3500 series 7500 series Spectrums Ngenuity	\$688	\$2,750				ImageTrac DS1210 ImageTrac DS1155						Falcon models		\$7,700
i5850	Yes	7500 series i600 series i700 series i800 series Ngenuity series i5000 series i1800 series 9XX series 95XX series	\$1,000	\$4,000				ImageTrac III ImageTracDS 1150 ImageTracDS 1185 ImageTracDS 1185	Scamax 433		SO Series	DocuScan 6000	Falcon models			\$11,200
i5850S	Yes		\$1,125	\$4,500												\$12,600

*Products must be registered if eligible.

**Current Kodak Scanners can be traded-in for models in the same class

*** Read the Instructions in KA52 for details about full trade-in values with Service



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Alaris Trade-In Program Payment Form

Trade-In credit will be provided upon receipt of product.

Deal Reg #: _____

If any additional special pricing has been applied to this purchase, please indicate (include Price Letter # if applicable). _____

Traded In		Purchased		
MODEL	Serial #	MODEL	Serial #	Trade-in Credit

Reseller Signature: _____

TOTAL Rebate Requested: \$ _____

Date: _____

Direct Deposit information for Reseller:

Company Name:	Bank Name:
Address:	Bank Key (ABA Transit Routing Number):
City, State, Zip Code:	Bank Checking Account Number:
Reseller Contact	Bank Street Address/City/State/Zip:
Phone Number:	Bank Country:
E-mail address:	Bank Contact Name:
	Bank Contact Phone Number:
	Bank email address for remittance details:

Required Documentation

E-mail documentation to TradeIn@kodakalaris.com

- Payment Form
- Product Pick Up Form signed by end user
- Copy of Reseller Invoice and Distributor Invoices

Alaris Trade-In Program Product Pick Up Form

End User Information			
Company Name:			
Address:			
City, State:		Zip Code:	
Customer Contact:		Phone Number:	
E-mail address:			
Equipment Location if different from above: NOTE: PRODUCT WILL ONLY BE PICKED UP FROM END USER LOCATION			
Reseller Name:			
Traded In:		Purchased:	
MODEL	Serial #	MODEL	Serial #
Date ready for pickup: _____			

Customer hereby acknowledges that they have full ownership of the product being removed (that the product is owned free and clear of all liens and that there are no other limitations or restrictions on their ability to transfer ownership to Alaris).

End User Signature _____ **Date:** _____

Printed Name and Title: _____

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Software Rebate

Resellers may take advantage of an instant rebate when they sell Alaris software.

Eligible Products

- All Alaris software products.

Instant Rebate

- Rebates
 - 20% instant rebate for the sales of software licenses.
- Rebate Exceptions: the following catalog numbers do not qualify for the instant rebate outlined in this section.

Catalog Number	Description
1308162	INFO INPUT PDF EXP MOD INTRNL USE 1YR SWA
1442557	INFO INPUT PDF EXP MOD INTRNL USE 3YR SWA
1336619	INF INPUT PDF EXP MOD BPO SVC BUR 1Y SWA
1835982	INF INPUT PDF EXP MOD BPO SVC BUR 3Y SWA

- Rebate is calculated based on List Price at the time of purchase
- Reseller Rebate / VAD Reimbursement
 - VADs will provide rebates up front to Resellers.
 - The rebate will be administered monthly as a credit to Distributor's account within 45 days of receipt of accurate POS data. The POS report must be received within 5 days of the end of the month in which the product was sold. Alaris reserves the right to withhold rebates if POS reports are not submitted on time or electronically in the agreed upon format.
 - Claims that are not made within 90 days of the purchase by the Reseller will be forfeited
 - Claims should be referenced on VAD POS report as "KA52-SW"

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Care Kit Registration Rebates

Resellers may take advantage of rebates when they register their Customer's Care Kits with Alaris.

Eligible Products and Rebates

- Alaris will provide rebates based on List Price upon the registration of Care Kits
- All **Onsite** Care Kits listed in the VAR Price Catalog are eligible with exceptions listed below
- Rebate is 10% of List Price with the exception of the i5000 and i5000S Series 1 Year Extended and 1 Year Post Warranty Care Kits which receive a 5% rebate
- Rebates are paid monthly

Ineligible Care Kits

- i3000 Series
- i2900

- i100 Series
- i200 Series
- i1400 Series
- AUR Care Kits
- PM Care Kits

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Production Capture Back-end Rebates

Resellers are eligible for the back-end rebates when they meet specified revenue requirements.

- Resellers are eligible for back-end rebates if they meet the following eligibility requirements
 - January 2020 – December 31, 2020 revenue thresholds
 - Annual revenue is calculated at List Price at time of purchase
- Scanners must be deal registered if eligible to receive the scanner backend rebate
- Rebate will be paid quarterly: May, August, and November of the current calendar year and February of the following calendar year
- Rebate Calculations
 - Rebates are calculated at List Price
 - The lowest tier (lower revenue threshold) is calculated back to dollar one
 - Remaining tiers are calculated at the dollars within their tier threshold

Production Capture (PC) Back-end Rebate

- Eligible products: production capture scanners, defined as the i4000 and i5000 series scanners

Annual Revenue Threshold	Rebate	Calculations
\$750,000+	5%	5% is paid on dollars \$750,000 and above
\$500,000	4%	4% is paid on dollars \$500,000 - \$749,999.99
\$250,000	3%	3% is paid on dollars \$1 - \$499,999.99 one the threshold of \$250K is met

Example

Reseller achieves \$960K in annual PC sales

Annual Revenue Threshold	Rebate	Calculations
\$750,000+	5%	$(\$960,000 - \$750,000) * .05 = \$10,500.00$
\$500,000	4%	$(749,999.99 - \$500,000) * .04 = \$10,000.00$
\$250,000	3%	$\$499,999.99 * .03 = \$15,000.00$
TOTAL REBATE EARNED	All tiers added together	$\$10,500 + \$10,000 + \$15,000 = \$35,500.00$

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Demo Program

Resellers enjoy special deals on units for demonstration purposes.

Process

- Complete and sign this Demo Unit Request form and e-mail it to US-DealRegistration@kodakalaris.com
- Alaris will review and if approved, will forward the approval to reseller and indicated Distributor.
- The rebate will be valid for 60 days after the approval date.
- Scanners that require a maintenance agreement with purchase will be specified on the list.

Rules

1. Demo Units cannot be used for providing scanning services, rental programs, or other internal operations.
2. Demo Units may be resold six (6) months after purchase.
3. Resellers may purchase up to two (2) units per model per company location.
4. Demo Unit Program is not combinable with any other programs.

Demo Unit Request Form

Reseller Information		
Company Name:	Date:	
Address:	Distributor:	
Installation Site(s) if different:	Reseller Contact:	Phone Number:
	Email:	

PRODUCT	CAT #	Quantity	Demo Rebate
Kodak SCANMATE i940 scanner	1960988		\$100.00
Alaris E1035 Scanner	1025071		\$125.00
Alaris S2050 Scanner	1014968		\$225.00
Alaris S2060w Scanner	1015114		\$400.00
Alaris S2070 Scanner	1015049		\$300.00
Kodak i2900 Scanner	1433283		\$890.00
Kodak i3200 Scanner	1640549		\$980.00

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Kodak i3250 Scanner	1788900		\$1,100.00
Kodak i3300 Scanner	1140003		\$1,100.00
Kodak i3400 Scanner	1034784		\$1,350.00
Kodak i3450 Scanner	1292937		\$1,475.00
Kodak i3500 Scanner	1805969		\$1,475.00

Reseller Signature _____

Distributor Reimbursement

The discount will be administered as a credit to Distributor's account within 45 days of receipt of accurate POS data. The POS report must be received within 5 days of the end of the month in which the product was sold. Alaris reserves the right to withhold rebates if POS reports are not submitted on time or electronically in the agreed upon format.

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