

**Department of Information Resources  
Appendix D to DIR-TSO-3356  
Software License Agreement Kodak Alaris**

Read the following terms and conditions carefully before using the application you have acquired (the "Application"). Use of the Application indicates your acceptance of these terms and conditions. The Application is not returnable and all license fees paid by you are non-refundable.

**YOU MAY BE REQUIRED TO OBTAIN A KEY OR CODE TO INITIATE OR CONTINUE USE OF THE APPLICATION**

**License**

1. Grant of License. Subject to payment of the applicable license fee, Kodak Alaris Inc. (the "Company") grants you a non-exclusive, non-transferable license to use one copy of the Application subject to the license restrictions set forth below.

2. Restrictions on Use. You may use only one instance of the Application at a time and only for internal use and not in connection with software as a service. For each additional instance of the Application running at the same time, you will need an additional license for the Application. If you purchased Client Access Licenses (see your invoice) multiple users may work with the Application concurrently, in the number specified.

3. Intellectual Property. Intellectual Property matters shall be handled in accordance with Section 5 of Appendix A, DIR Contract Number DIR-TSO-3356. The Application is owned by the Company or its suppliers and protected by copyright laws and international treaties. You will not (and will not allow any third party to): (i) copy the Application, (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or attempt to discover any source code or underlying ideas or algorithms of the Application (except to the extent that applicable law expressly prohibits reverse engineering restrictions), or (iii) remove any proprietary notices or labels on the Application.

4. Term. You have a perpetual right to use the Application, however, this Agreement and all licenses granted herein will terminate automatically and immediately if you fail to comply with the terms of this Agreement. Upon such termination, you shall immediately stop all use of the Application, uninstall or deactivate all instances of the Application and destroy all copies of the Application and certify to the Company that you have complied with this provision.

5. No Warranty. The Company does not warrant that the functions contained in the Application will meet your requirements or that the operation of the Application will be uninterrupted or error free. You assume responsibility for operation of the Application to achieve your intended results, and for installation, use, and results obtained from the Application.

EXCEPT AS EXPRESSLY SET FORTH IN DIR CONTRACT DIR-TSO-3356, THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. Limitation of Liability shall be in accordance with Section 10.K of Appendix A of DIR Contract Number DIR-TSO-3356.

7. General. This Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Venue shall be in the State Courts of Travis County, Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

8. U.S. Government Restricted Rights. The Application and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions

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as set forth in subdivision (b)(3)(ii) of the Rights in Technical Data and Computer Software clause 252.227- 7013. Contractor/manufacture is Kodak Alaris Inc., 2400 Mt. Read Blvd, Rochester, New York 14615.

**END OF APPENDIX D**