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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 12-10202 (ALG)
Debtors.	)	(Jointly Administered)

**DEBTORS' MOTION FOR AN ORDER PURSUANT  
TO SECTION 363 OF THE BANKRUPTCY CODE AND  
BANKRUPTCY RULE 9019 APPROVING THE SETTLEMENT  
AGREEMENT BETWEEN KODAK AND SAMSUNG ELECTRONICS CO., LTD.**

Eastman Kodak Company (“**Kodak**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), file this motion (the “**Motion**”) for the entry of an order pursuant to section 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), and rule 9019 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), substantially in the form attached hereto as Exhibit A (the “**Proposed Order**”), authorizing and approving the Termination and End of Life Agreement between Kodak

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

and Samsung Electronics Co., Ltd. (“**Samsung**”, and together with Kodak, the “**Parties**”) attached as Exhibit 1 to the Proposed Order (the “**Proposed Agreement**”). In support of the Motion, the Debtors respectfully state as follows:

**Background**

1. On January 19, 2012 (the “**Petition Date**”), each of the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases are being jointly administered.

2. On January 25, 2012, the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 115].

3. Founded in 1880 and long one of the world’s leading material science companies, the Debtors and their non-Debtor affiliates operate an integrated global business involving a diverse collection of mature and growth businesses and an array of valuable intellectual property. In order to address a shortfall in liquidity in the United States, monetize non-strategic intellectual property, fairly resolve legacy liabilities and focus on their most valuable business lines, the Debtors commenced these chapter 11 cases.

4. As stated in previous filings, the Debtors are pursuing a path to emerge from chapter 11 in 2013 with a strategic focus on their Commercial Imaging business, which is centered on commercial, packaging and functional printing solutions and enterprise services.

**Facts Specific to the Relief Requested**

5. On September 16, 2011, Kodak and Samsung entered into a Master Consumer Inkjet Printer Business Agreement (the “**Master Agreement**”),<sup>2</sup> pursuant to which, among other things, Kodak undertook to supply consumer inkjet printers and related consumables (such as ink) to Samsung. The Master Agreement provides that it may be terminated by either Kodak or Samsung upon not less than 12 months’ notice.

6. On September 28, 2012, Kodak announced that it would commence an orderly wind down of sales of consumer inkjet printers and focus its consumer inkjet business on the sale of consumables to its installed printer base. In connection with the consumer inkjet wind down, and pursuant to the terms of the Master Agreement, by letter dated September 28, 2012, a copy of which is attached hereto as Exhibit C, Kodak notified Samsung that Kodak was (a) terminating the Master Agreement effective September 30, 2013 (the “**Termination**”) and (b) seeking payment of the Hardware Cost Subsidy (defined below).

7. As a result of the Termination, certain rights and obligations arise under the Master Agreement (the “**Termination Obligations**”). Most significantly, (a) Samsung is obligated to pay to Kodak \$37,783,505 in respect of certain unpaid subsidy amounts (the “**Hardware Cost Subsidy**”) and (b) Kodak and Samsung are obligated to discuss in good faith the provision of consumables by Kodak to Samsung for a mutually agreed term and subject to mutually acceptable terms and conditions.

8. Kodak and Samsung have engaged in negotiations over the past several weeks in order to resolve and define the Termination Obligations. On December 10, 2012, Kodak and Samsung entered into the Proposed Agreement, subject to approval by the Court.

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<sup>2</sup> A redacted copy of the Master Agreement is attached hereto as Exhibit B.

9. The Proposed Agreement includes the following terms:<sup>3</sup>
- As of the effective date of the Proposed Agreement, Kodak shall have no further obligation to sell printer products to Samsung under the Master Agreement.
  - Samsung shall pay to Kodak the Hardware Cost Subsidy no later than five business days after the Court approves the Proposed Agreement. If the Proposed Agreement is executed prior to December 31, 2012, the amount of the Hardware Cost Subsidy shall be reduced by 6.4% (the “**Early Payment Discount**”).<sup>4</sup>
  - Samsung shall pay to Kodak an amount in satisfaction of Samsung’s obligation under the Master Agreement to reimburse Kodak for the purchase price of the unique parts listed on Schedule C to the Proposed Agreement (the “**Unique Parts Reimbursement**”). The Unique Parts Reimbursement is estimated by the Parties to be \$1,484,596. Payment of the Unique Parts Reimbursement shall be due no later than thirty days after the conclusion of Samsung’s final audit, and the Parties shall make a good faith effort to complete the final audit by no later than December 31, 2012.
  - Kodak shall continue to sell consumables to Samsung under the terms of the Master Agreement until September 30, 2015, or as otherwise agreed by the Parties. Subject to certain conditions, Kodak warrants that all consumables sold to Samsung shall perform in accordance with Kodak’s published specification for a period of five years from the date of manufacture.
  - Kodak shall continue selling service parts to Samsung in accordance with the Master Agreement based on the final forecast attached as Schedule A to the Proposed Agreement.
  - Upon Kodak’s receipt of the Hardware Cost Subsidy and the Unique Parts Reimbursement, the Parties will exchange a mutual release of claims arising or that may arise under the Master Agreement, subject to certain exclusions.

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<sup>3</sup> The following is intended to provide a summary of the key terms of the Proposed Agreement; to the extent that the summary contained in this Motion is inconsistent with the actual terms of the Proposed Agreement, the Proposed Agreement shall control. All capitalized terms used in this summary but not otherwise defined herein shall have the meanings given to such terms in the Proposed Agreement.

<sup>4</sup> By way of example, if the Court approves the Proposed Agreement prior to 9:00 p.m. (ET) on December 20, 2012, Samsung shall pay to Kodak at or prior to the close of business (ET) on December 31, 2012 the Hardware Cost Subsidy, reduced by the Early Payment Discount, in an amount of \$35,365,361.

10. The Debtors believe that the terms of the Proposed Agreement are fair and reasonable for all interested parties, including the Debtors' creditors. In particular, the Debtors believe that the Early Payment Discount is less than the Debtors' cost of borrowing and, therefore, represents an appropriate discount on account of early payment by Samsung. Accordingly, the Debtors submit that approval of the Proposed Agreement prior to December 31, 2012 is in the best interest of their estates.

**Jurisdiction**

11. The Court has subject matter jurisdiction to consider and determine this Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 6004(h) and 9019 and rule 9013-1(a) of the Local Bankruptcy Rules for the Southern District of New York.

**Relief Requested**

12. By this Motion, the Debtors seek entry of the Proposed Order authorizing Kodak to enter into the Proposed Agreement and such other and further relief as is just and proper.

**Basis for Relief**

**A. Bankruptcy Rule 9019**

13. Bankruptcy Rule 9019(a) permits a debtor in possession to compromise and settle claims, subject to bankruptcy court approval. Fed. R. Bankr. P. 9019(a). The legal standard for determining the propriety of a bankruptcy settlement is whether the settlement is in the "best interests of the estate." *In re Purofied Down Prods. Corp.*, 150 B.R. 519, 523 (S.D.N.Y. 1993). The United States Supreme Court has noted that "[c]ompromises are a 'normal part of the process of reorganization.'" *Protective Comm. for Indep. Stockholders of TMT Trailer*

*Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968) (citation omitted). The decision to approve a particular settlement lies within the sound discretion of the bankruptcy court. *Nellis v. Shugrue*, 165 B.R. 115, 122-23 (S.D.N.Y. 1994). In exercising its discretion, the bankruptcy court must make an independent determination that the settlement is fair and reasonable. *Id.* at 122. The court may consider the opinions of the debtor in possession and its counsel that the settlement is fair and reasonable. *Id.*; *see also In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993). This discretion should be exercised by the bankruptcy court “in light of the general public policy favoring settlements.” *In re Hibbard Brown & Co., Inc.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998); *Shugrue*, 165 B.R. at 123 (“[T]he general rule [is] that settlements are favored and, in fact, encouraged.”).

14. To approve a proposed settlement, a bankruptcy court is not required to decide numerous issues of law and fact raised by the settlement, but rather should “canvass the issues and see whether the settlement ‘fall[s] below the lowest point in the range of reasonableness.’” *Finkelstein v. W. T. Grant Co. (In re W.T. Grant Co.)*, 699 F.2d 599, 608 (2d Cir. 1983) (citing *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)); *see also Purofied Down Prods.*, 150 B.R. at 522 (“the court need not conduct a ‘mini-trial’ to determine the merits of the underlying [dispute]”). In deciding whether a particular settlement falls within the “range of reasonableness,” courts consider several factors including but not limited to: (a) the balance between the litigation’s possibility of success and the settlement’s future benefit; (b) the likelihood of complex and protracted litigation; (c) the proportion of creditors who do not object to, or who affirmatively support, the proposed settlement; and (d) the extent to which the settlement is the product of arm’s length bargaining. *Motorola, Inc. v. Official Comm. of*

*Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 462 (2d Cir. 2007) (quoting *In re WorldCom, Inc.*, 347 B.R. 123, 137 (Bankr. S.D.N.Y. 2006)).

15. The Debtors believe that the Proposed Agreement represents a fair and reasonable resolution of the Termination Obligations that falls well within the range of reasonableness. At a time when Kodak is focused on maximizing liquidity, Samsung has agreed to pay Kodak the Hardware Cost Subsidy more than nine months in advance, at a discount that is less than Kodak's cost of borrowing. An immediate resolution of the Termination Obligations gives the Debtors certainty and avoids the cost and burden of unnecessary negotiations. The Debtors do not believe that resolving the Termination Obligations at a later date would result in materially superior terms.

16. In sum, the Debtors have determined, exercising their sound business judgment, that the Proposed Agreement with Samsung is fair, reasonable, and in the best interests of the Debtors' estates, creditors and other parties in interest. Accordingly, the Debtors respectfully request that the Court approve the Proposed Agreement pursuant to Bankruptcy Rule 9019.

**B. Section 363 of the Bankruptcy Code**

17. As noted above, the Proposed Agreement (a) provides that the amount of the Hardware Cost Subsidy shall be reduced by the Early Payment Discount if the Proposed Agreement is approved by the Court on or before December 31, 2012 and (b) estimates an amount for the Unique Parts Reimbursement. Accordingly, the Debtors seek authorization pursuant to section 363(b) of the Bankruptcy Code for Kodak to enter into the Proposed Agreement and resolve the Termination Obligations.

18. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business,

property of the estate.” 11 U.S.C. § 363(b)(1). Though section 363 of the Bankruptcy Code does not specify a standard for determining when it is appropriate for a court to authorize the use, sale or lease of property of the estate, the Second Circuit has required that such use, sale or lease be based upon the sound business judgment of the debtor. *See In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

19. The Early Payment Discount and the estimation of the Unique Parts Reimbursement are integral parts of the Proposed Agreement and, for the reasons set forth above, benefit the Debtors’ estates. Accordingly, the Debtors believe in their business judgment that Kodak’s entry into the Proposed Agreement is in the best interests of the Debtors’ estates, creditors and other parties in interest, is fair and reasonable, and should be approved by the Court.

**Notice**

20. Notice of this Motion shall be provided to: (a) the U.S. Trustee; (b) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Creditors’ Committee; (c) U.S. Bank, National Association, as indenture trustee; (d) Wilmington Trust, National Association, as indenture trustee; (e) the Securities and Exchange Commission; (f) the Internal Revenue Service; (g) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors’ postpetition secured lenders; (h) the Environmental Protection Agency; (i) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders; (j) Arent Fox LLP, counsel to the Official Committee of Retired Employees; (k) all parties requesting notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and (l) O’Melveny & Myers LLP, counsel to Samsung. The Debtors respectfully submit that further notice of this Motion is neither required nor necessary.



**No Prior Request**

21. No prior motion for the relief requested herein has been made to this or any other Court.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the Court (a) enter an order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and (b) grant such other and further relief as is just and proper.

Dated: December 10, 2012  
New York, New York

/s/ Andrew G. Dietderich  
Andrew G. Dietderich  
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**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 12-10202 (ALG)
Debtors.	)	(Jointly Administered)

**ORDER APPROVING SETTLEMENT AGREEMENT  
BETWEEN KODAK AND SAMSUNG ELECTRONICS CO., LTD.**

Upon the motion (the “**Motion**”)<sup>2</sup> of Eastman Kodak Company (“**Kodak**”) and certain of its affiliates, as debtors and debtors in possession (collectively, the “**Debtors**”), for entry of an order (this “**Order**”) approving the Termination and End of Life Agreement (the “**Proposed Agreement**”) between Kodak and Samsung Electronics Co., Ltd. (“**Samsung**”); and the Court having found that this Court has jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334; and the Court having found that the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that proper, timely, adequate, and sufficient notice, including notice of the Motion and the relief requested therein, has been provided in accordance with the Bankruptcy Rules and no other or further notice of the Motion is or shall be required; and the Court having reviewed the Motion and having heard arguments and testimony presented at the hearing before the Court (if any); and

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors and other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and any objections (if any) to the Motion having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing, it is hereby ORDERED THAT:

1. The Motion is GRANTED.
2. Kodak is authorized, pursuant to Bankruptcy Rule 9019 and section 363 of the Bankruptcy Code, to enter into the Proposed Agreement attached hereto as Exhibit 1.
3. Pursuant to Bankruptcy Rule 9019, the Proposed Agreement and all transactions contemplated thereunder are approved in all respects.
4. The Debtors are hereby authorized to execute and deliver such documents, and take and perform any and all actions, reasonably necessary or appropriate to implement and effectuate the relief requested in the Motion and granted in connection with this Order.
5. The requirements set forth in Local Rule 9013-1(b) are satisfied.
6. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.
7. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

Dated: December \_\_, 2012  
New York, New York

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Allan L. Gropper  
United States Bankruptcy Judge

**EXHIBIT 1**

**Proposed Agreement**

## Termination and End of Life Agreement

This End of Life Agreement ( the “EOL Agreement”) is entered into between Eastman Kodak Company (“Kodak”) and Samsung Electronics Co. Ltd (“Samsung”) effective December 10, 2012 (the “EOLA Effective Date”)

### RECITALS

WHEREAS, Kodak and Samsung entered into a Master Consumer Inkjet Printer Business Agreement dated September 11, 2011 (the “Master Agreement”); and

WHEREAS, Kodak filed for Chapter 11 bankruptcy on January 19, 2012 in the Southern District of New York (Case No. 12-10202) and is currently undergoing the Chapter 11 reorganization process;

WHEREAS, by letter dated September 28, 2012 Kodak informed Samsung of Kodak’s intent to terminate the Master Agreement effective September 30, 2013 (the “Termination Notice”); and

WHEREAS, Kodak and Samsung desire to define certain rights and obligations (as set forth below) arising as a result of the Termination Notice.

NOW THEREFORE in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Printer Products. As of the EOLA Effective Date, Kodak shall have no further obligation to sell Printer Products to Samsung under the Master Agreement. Samsung’s End of Life forecast for Printer Products is included in Schedule A.
2. Consumables. Kodak shall continue selling Consumables to Samsung under the terms of the Master Agreement until September 30, 2015 (the “Consumable Supply Period”); provided, however, the parties may extend the Consumable Supply Period by mutual agreement on or before June 30, 2015. In the event the parties do not mutually agree to extend the Consumable Supply Period on or before June 30, 2015, Samsung shall have the right to place an order for a last time buy of Consumables on or before July 31, 2015.
3. Consumable Warranty. Subject to the condition that Consumables sold to Samsung are stored by Samsung in accordance with the requirements set forth in Schedule B while in Samsung’s control, Kodak warrants that all Consumables sold to Samsung under this EOL Agreement shall perform in accordance with Kodak’s published specification for a period of five (5) years from the date of manufacture (the “Consumables Warranty”). In the event the Consumables do not conform to the Consumables Warranty, Samsung shall provide notice to Kodak within sixty (60) days of the date Samsung discovers such non-conformity and as Samsung’s sole remedy, Kodak shall replace the non-conforming Consumables with conforming Consumables or refund Samsung the purchase price paid for the non-confirming Consumables.
4. Service Parts. Kodak shall continue selling Service Parts to Samsung in accordance with Section 6.2.4 of the Master Agreement based on the final forecast attached hereto as Schedule A.

5. Warranty Support. Kodak shall fulfill all Product Warranty obligations in accordance with Article 17 of the Master Agreement.
6. Hardware Cost Subsidy. Samsung shall make the payment required under Section 4.1.6 of the Master Agreement by September 30, 2013; provided, however, if this Agreement is executed prior to December 31, 2012, the required payment of \$37,783,505 shall be reduced by 6.4%, pursuant to the following conditions:
  - (a) Kodak shall, upon the execution of this Agreement, file a motion on appropriate notice seeking Bankruptcy Court approval of the terms of this Agreement. Samsung shall have the right to approve the form of the motion and order before filing. The Parties acknowledge that this Agreement shall be null and void, and that Samsung shall have no obligation to make any payment pursuant to this Agreement, should the Bankruptcy Court fail to approve this Agreement. Samsung shall make payment of the Hardware Cost Subsidy with the applicable discount no later than 5 business days after the Bankruptcy Court enters an order approving this Agreement. For example, if the Bankruptcy Court enters approval of the Agreement by 9:00 p.m. on December 20, 2012, EST, Samsung shall cause payment to be made to Kodak no later than close of business on December 31, 2012, EST.
  - (b) Upon Kodak's receipt of payment due under Sections 6 and 8 of this EOL Agreement, (i) Kodak, on behalf of itself, its past, present and future affiliates, employees, agents, attorneys, representatives, securityholders, executors, administrators, creditors, predecessors, transferees, successors and assigns, releases Samsung and its affiliates, employees, agents and security holders (collectively, the "Released Samsung Parties") and (ii) Samsung, on behalf of itself, its past, present and future affiliates, employees, agents, attorneys, representatives, securityholders, executors, administrators, creditors, predecessors, transferees, successors and assigns, releases Kodak and its affiliates, employees, agents and security holders (collectively, the "Released Kodak Parties"), in each case of and from any and all claims, demands, costs, contracts, liabilities, objections, expenses, damages, obligations, losses, fees and cause of actions of every nature, character and description, whether contingent or fixed, whether at law or in equity, whether matured or unmatured, whether known or unknown, and whether suspected or unsuspected, that arise or may arise from the Master Agreement between Kodak and Samsung, including but not limited to Section 4.1.6 thereof (collectively, the "Claims"). The parties acknowledge and agree that Claims do not include (1) any obligations arising under or related to the performance of this EOL Agreement or (2) any obligations arising after the EOLA Effective Date pursuant to (x) those clauses of the Master Agreement that survive its termination pursuant to Section 19.6 thereof or (y) the Master Agreement, solely in connection with the parties' performance of obligations arising under or related to the performance of this EOL Agreement, or (3) obligations under any patent license agreement among any of the Released Kodak Parties and any of the Released Samsung Parties, or (4) claims asserted or arising out of litigation pending among any of the Released Kodak Parties and any of the Released Samsung Parties.
7. Confidentiality. All information exchanged by the parties in furtherance of this EOL Agreement shall be governed by the Confidential Disclosure Agreement dated September 14, 2010 as referenced in Section 16 of the Master Agreement.

8. Supply Planning and Delivery. The parties agree that Article 6 of the Master Agreement shall apply during the term of this EOL Agreement with respect to (a) the sale of Consumables and Service Parts and (b) Samsung's obligations for unique parts and materials. Samsung and Kodak agree that Schedule C contains a list of unique parts and that the payment due Kodak for these unique parts under Section 6.2.3 Master Agreement is estimated to be \$1,484,596 and shall be finalized after Samsung's final audit. The payment for unique parts shall be due net 30 days from the date of conclusion of the final audit, and both parties shall make a good faith effort to complete such final audit by no later than December 31, 2012.
9. Payment Terms. Except with respect to payments due under Sections 6 and 8 of this EOL Agreement, payments due under this EOL Agreement are payable in \$ US and are due net 30 days from date of invoice. Each payment made by Samsung to Kodak under this EOL Agreement shall be made without withholding or deduction for any Taxes, unless such withholding or deduction is required by Law. Notwithstanding the preceding sentence, if any amount is required to be withheld or deducted by Law, the amount payable to Kodak by Samsung shall be increased as necessary so that, net of such withholding or deduction, Kodak receives the amount it would have received had no such withholding or deduction been made. Each party shall provide reasonable cooperation to the other to provide such documentation that may be required to (1) lower any such taxes as allowed by law (for example, requesting a lower withholding tax rate under a tax treaty), and (2) substantiate the payment of any such tax by either party.
10. Software Support. During the term of this EOL Agreement, Kodak shall continue to provide Samsung the same software and firmware support that Kodak provides for Kodak branded consumer inkjet printers.
11. Definitions. All capitalized terms used herein shall have the meaning assigned to such terms in the Master Agreement.



In witness whereof this EOL Agreement has been executed by a duly authorized representative of each party.

**EASTMAN KODAK COMPANY**

By: *Patrick M. Shea*

Name: Patrick M. Shea

Title: Senior Vice President

Date: \_\_\_\_\_

**SAMSUNG ELECTRONICS CO. LTD.**

By: *JS Eun* 

Name: JS Eun

Title: SVP

Date: \_\_\_\_\_

**SCHEDULE A**

**End of Life Forecast for Service Parts**

**See Attached**

**End of Life Forecast for Printer Products**

**Zero.**

**End of Life Forecast for Service Parts**

Part Code	Description	Forecasted Demand(Qty)
JB81-00953A	AS-PRINthead;CJX-2000FW,1K3678,PRINthead	1,869
JB81-00987A	AS-ASSY_SCANNER_H;CJX-1050,2K5061,ASSY S	403
JB81-00989A	AS-MAIN_PCBA_H;CJX-1050,2K5068,MAIN PCBA	605
JB81-01003A	AS-MAIN_PCBA_M;CJX-2000,2K5185,MAIN_PCBA	193
JB81-00986A	AS-ASSY_SCANNER_L;CJX-1000,2K5062,ASSY S	215
JB81-00999A	AS-ASSY_ADF_SCANNER;CJX-2000,2K5163,ASSY	129
JB81-00955A	AS-ADAPTOR;CJX-1000/1050W,1K8005,Adaptor	927
JB81-00988A	AS-MAIN_PCBA_L;CJX-1000,2K5069,MAIN PCBA	323
JB81-00974A	AS-CIS;CJX-1000,1K6431,CIS,COLOR 218MM 1	618
JB81-00996A	AS-ASSY_SCANNER_M;CJX-2000,2K5165,ASSY S	129
JB81-00973A	AS-ASSY_CARRIAGE;CJX-1000,1K7593,ASSY CA	927
JB81-00993A	AS-ASSY_MS;CJX-1000,1K7743,ASSY MS	373
JB81-00990A	AS-COVER_AW_PRINT_H;CJX-1050,2K5053,COVE	121
JB81-00956A	AS-ADAPTOR;CJX-2000FW,1K7660,Adaptor,36V	193
JB81-00963A	AS-ASSY_SCAN_LID;CJX-1000,2K5067,ASSY SC	309
JB81-00959A	AS-TRAY_INPUT;CJX-1000,2K5002,HIPS,TRAY_	309
JB81-01004A	AS-ASSY_COVER_TOP;CJX-2000,2K5183,ASSY C	64
JB81-00998A	AS-FOXLINK_ADF;CJX-2000,2K5128,ADF MODUL	39
JB81-00970A	AS-STRIP_ENCODER;CJX-1000,1K6834,150LPI,	373
JB81-00968A	AS-COVER_AW_PRINT_L;CJX-1000,2K5054,COVE	65
JB81-00972A	AS-ASSY_TRAY_OUTPUT;CJX-1000,2K5060,ASSY	185
JB81-00977A	AS-ABSORBER_PRIMERINK-L;CJX-1000,1K6940,	224
JB81-01006A	AS-ASSY_CARRIAGE_M;CJX-2000,1K8286,ASSY	193
JB81-01015A	AS-CIS_M;CJX-2000,1K7733,CIS,MOLDAU	129
JB81-01008A	AS-ASSY_CASE_MIDDLE;CJX-2000,2K5181,ASSY	39
JB81-01001A	AS-ASSY_CONTROL_PANEL;CJX-2000,2K5179,AS	64
JB81-00991A	AS-WIFI_MODULE;CJX-1050,1K6428,WIFI MODU	121
JB81-00976A	AS-ABSORBER_PRIMERINK-R;CJX-1000,1K6804,	224
JB81-00954A	AS-POWER_CORD;CJX-2000FW,1K7379,Power co	373
JB81-00975A	AS-BELT_CARRIAGE;CJX-1000,1K6829,BELT_CA	373
JB81-00979A	AS-DC_MOTOR_PAPER;CJX-1000,1K6344,DC_MOT	185
JB81-00978A	AS-DC_MOTOR_CARRIAGE;CJX-1000,1K6343,DC_	185
JB81-00961A	AS-DUST_COVER_INNER;CJX-1000,2K5003,HIPS	309
JB81-01011A	AS-COVER_DUST_INNER;CJX-2000,2K5106,HIPS	64
JB81-00966A	AS-COVER_LEFT;CJX-1000,2K5007,HIPS,COVER	62
JB81-00969A	AS-COVER_WIFI;CJX-1000,2K5008,HIPS,COVER	62
JB81-00967A	AS-COVER_MAINPCA;CJX-1000,2K5032,HIPS,CO	62
JB81-01005A	AS-ASSY_TRAY_OUTPUT_M;CJX-2000,2K5190,AS	39
JB81-00995A	AS-ASSY_TRAY_INPUT_M;CJX-2000,2K5189,ASS	39
JB81-00982A	AS-EDGEGUIDE_RIGHT;CJX-1000,2K5033,ABS,E	62
JB81-00981A	AS-EDGEGUIDE_LEFT;CJX-1000,2K5034,ABS,ED	62
JB81-00997A	AS-ASSY_HINGE_ADF;CJX-2000,2K5196,ASSY H	64
JB81-01007A	AS-ASSY_HINGE_M;CJX-2000,2K5160,ASSY HIN	64
JB81-01014A	AS-EOF_SENSOR_MODULE;CJX-2000,1K8322,EOF	64

JB81-01019A	AS-DC_MOTOR_CARRIAGE_M;CJX-2000,1K8318,C	39
JB81-01020A	AS-DC_MOTOR_FEED_M;CJX-2000,1K8317,LF MO	39
JB81-01013A	AS-SMD_CARD_CONN;CJX-2000,1K4980,MEMORY	64
JB81-00962A	AS-DUST_COVER_OUTER;CJX-1000,2K5004,ABS,	62
JB81-00992A	AS-CABLE_WI-FI;CJX-1050,1K6355,CABLE- Wi	40
JB81-00980A	AS-GEAR_IDLER;CJX-1000,1K6885,GEAR_IDLER	185
JB81-00951A	AS-LINE_CORD;CJX-2000FW,1K8622,Fax cable	64
JB81-00965A	AS-KICKSTAND;CJX-1000,2K5036,HIPS,KICKST	62
JB81-01016A	AS-EDGEGUIDE_LEFT_M;CJX-2000,2K5147,ABS,	13
JB81-01017A	AS-EDGEGUIDE_RIGHT_M;CJX-2000,2K5148,ABS	13
JB81-01010A	AS-COVER_DUST_OUTER;CJX-2000,2K5105,ABS,	13
JB81-00983A	AS-ASSY_COVER_EDGEGUIDE;CJX-1000,2K5059,	62
JB81-01009A	AS-COVER_FFC;CJX-2000,2K5146,HIPS,COVER_	13
JB81-00960A	AS-SPRING_GUARD;CJX-1000,1K6761,SUS304 R	62
JB81-00971A	AS-SPRINGPLATE_ENCODER;CJX-1000,1K6835,S	75
JB81-00964A	AS-SPRING_KICKSTAND;CJX-1000,1K6904,SWP	62
JB81-01012A	AS-DUST_COVER_M;CJX-2000,1K8239,ABS,DUST	39
JB81-01018A	AS-ASSY_COVER_EDGEGUIDE_M;CJX-2000,2K505	13

**Schedule B  
Ink Storage**

**Consumable inks shall be stored in locations having relative humidity between 20%-80% and temperature between 50-86<sup>F</sup>.**

**Schedule C**  
**Unique Parts**

#	Kodak PN	DESCRP	SPEC
1	1K6431	(G)CIS	- COLOR 218MM 1200DPI
2	2K5128	(G)FOXLINK_ADF	KODAK ASSIGN PART 262X217X107 PLASTIC
3	1K8005	POWER SUPPLY(SWITCHING)	DRC18W 90~264V/47-63HZ/0.5A 36V/0.5A 88X
4	1K7295	(G)IC SOC	DC1218 FPBGA 289P BK
5	1K7733	(G)COMOS_SCANNER_MODULE	1K7733 COLOR 218MM 1200DPI
6	1K6512	(G)IC(DDR2 SDRAM)	32MX16 800 FBGA 84P 1.8V TP
7	2K5182	(G)CASE_MIDDLE_MOLDAU	HIPS 2K5182 A
8	2K5053	COVER PRINT_H_ARNO	HIPS 2K5053 A
9	1K7910	(G)WIFI MODULE	- 802.11B/G/N SMD,ANTENNA
10	2K5054	COVER PRINT_ARNO	HIPS 2K5054 A
11	JB81-00951A	(G)CABLE	JB81-00951A CONSIGN CONSIGN BLK L1800
12	2K5139	BASE_PRINT_MOLDAU	HIPS 2K5139 A
13	2K5011	(G)LID_SCAN_ARNO	HIPS 2K5011 A
14	1K8401	(G)MAIN PCB	FR4 OSP MB B-790 REV.8
15	1K7937	(G)PCB_MULTI LAYER_4S_1OZ	FR4 OSP MAIN BOARD B783 REV.H
16	2K5052	(G)BASE_SCAN-L_ARNO	HIPS 2K5052 A
17	2K5102	(G)COVER_TOP_MOLDAU	HIPS 2K5102 A
18	2K5114	(G)COVER_SCAN_MOLDAU	HIPS 2K5114 A
19	1K8005	(G)POWER SUPPLY(SWITCHING)	DRC18W 90~264V/47-63HZ/0.5A 36V/0.5A 88X
20	1K8397	(G)PCB_DOUBLE SIDE_DS_0.5	FR4 OSP OP B-791 REV.6
21	1K6341	(G)IC(FLASH ROM)	SNOR 32MX1 20NS SO 16P 2.7~3.6V
22	2K5021	COVER_SCAN-HI_ARNO	HIPS 2K5021 A
23	1K6352	(G)PCB_DOUBLE SIDE_DS_0.5	FR4 OSP KP(MID) B-683 REV.A
24	2K5010	COVER_SCAN-LO_ARNO	HIPS 2K5010 A
25	2K5036	(G)KICKSTAND	HIPS 2K5036 A
26	1K8668	KIT-GLASSES-3D-SCHOONER	1K8668 GLASSES-3D
27	2K5004	(G)DUST COVER OUTER_ARNO	ABS 2K5004 A
28	2K5140	CASE_BACK_MOLDAU	HIPS 2K5140 A
29	2K5047 ( 2K5022 )	(G)PANEL OPE-H_ARNO	HIPS 2K5047 A
30	2K5048	(G)PANEL OPE-L_ARNO	HIPS 2K5048 A
31	2K5113	(G)BASE_SCAN_MOLDAU	HIPS 2K5113 A
32	2K5024	(G)LENS_LCD-H_ARNO	PC 2K5024 A1
33	2K5034	(G)EDGEGUIDE_LEFT	ABS 2K5034 A1
34	2K5018	(G)TRAY_OUTPUT_EXT2_ARNO	HIPS 2K5018 A
35	2K5029	(G)BASE_PRINT_ARNO	HIPS 2K5029 A
36	2K5155	(G)SPONGE_BACKGROUND	2K5155 A 297*217*3.7 FOAM
37	2K5115	(G)TRAY_OUTPUT_EXT1_MOLDA	HIPS 2K5115 A
38	2K5005	(G)TRAY OUTPUT-OUTER_ARNO	HIPS PAKA01 2K5005 A
39	2K5035	(G)GUIDER_MEDIA_INSERTION	HIPS 2K5035 A1
40	2K5006	(G)TRAY OUTPUT-INNER_ARNO	HIPS 2K5006 A
41	JB69-00500A	CARTON-RETAIL MOLDAU	DUP/GB 485X263X493 JB69-00500A MOLDAU
42	2K5149	(G)HOUSING HINGE	ABS+20%GF 2K5149 A
43	2K5105	(G)COVER_DUST_OUTER_MOLDA	ABS 2K5105 A
44	2K5030	(G)SHIELD_MPCA_ARNO	2K5030 A 104*92*0.1 PC
45	1K6840	ARM_PICK	ABS+20%GF 1K6840 A4
46	1K4440	HOUSING_IDLE_ROLLER	PC 1K4440 A
47	2K5042	(G)LOCKER LATCH PUSH	LOCKER LATCH PUSH AP2GKA01000 7X11X12
48	2K5041	BASE_SCAN_HI_ARNO	HIPS 2K5041 A
49	1K7427	HOLDER_MAIN_PCBA	SECC T0.8 1K7427 A
50	2K5051	(G)KEY_BUNCH-H_ARNO	2K5051 A HIPS
51	2K5033	(G)EDGEGUIDE_RIGHT	ABS 2K5033 A1

52	1K7912	BRACKET_PAPER MOTOR	SECC T1 1K7912 A
53	2K5162	(G)LEVER_HINGE	ABS+20%GF 2K5162 A
54	2K5031	(G)LENS_LCD-L_ARNO	PC 2K5031 A
55	2K5002	(G)TRAY_INPUT_ARNO	HIPS 2K5002 A
56	2K5007	(G)COVER_LEFT_ARNO	HIPS 2K5007 A
57	2K5154	(G)LENS_LCD_MOLDAU	PC 2K5154 A1
58	2K5050	(G)KEY_BUNCH-L_ARNO	2K5050 A HIPS
59	1K6900	BACKING_DOCUMENT	HIPS 1K6900 A
60	2K5015	KEY_POWER_ARNO	2K5015 A1 ABS+PC
61	2K5032	(G)COVER_MAINPCA	HIPS 2K5032 A
62	1K7408	(G)SPRING_HINGE	1K7408 A SUS304 RAW 2.0
63	2K5180	(G)COVER_CP_MOLDAU	HIPS 2K5180 A
64	2K5103	(G)TRAY_INPUT_MOLDAU	HIPS 2K5103 A
65	2K5104	(G)TRAY_INPUT_EXT_MOLDAU	HIPS 2K5104 A
66	2K5049	(G)KEY_NAVIGATION_ARNO	2K5049 A HIPS
67	2K5079	(G)AEROSOL_SHIELD_CLEAR_A	2K5079 A 17*23*0.15 PET
68	1K6849	PLATE_SEPARATOR	POM 1K6849 B
69	2K5141	KEY_NUMBERS_MOLDAU	2K5141 A HIPS
70	1K7442	(G)ABSORBER_MS_SAPPHIRE	A 1K7442 34*27*12 FOAM
71	1K6892	SUPPORT_STARWHEEL	PC+20%GF 1K6892 B
72	1K8247	(G)TAPE_FLAT_BED_SAPPHIRE	1K8247 A 70*6*0.4 SONY UT-1440
73	2K5076	(G)AEROSOL_SPONGE_BACK_AR	2K5076 A 178X42.7X2.0 PU
74	1K7428	PLATE_SEPARATOR	POM 1K7428 A1
75	2K5195	SPRING_HINGE_ADF	2K5195 A SWP-B ZN 1.8
76	2K5037	(G)COVER_BARCODE_LED	HIPS 2K5037 A
77	2K5147	EDGE GUIDE_LEFT_MOLDAU	ABS 2K5147 A1
78	2K5148	EDGE GUIDE_RIGHT_MOLDAU	ABS 2K5148 A1
79	2K5008	(G)COVER_WIFI_ARNO	HIPS 2K5008 A
80	1K6970	(G)DOUBLE_SIDED_TAPE	1K6970 A 237*6*0.4 SONY UT-1440
81	1K6884	PLATE_ENCODER_SENSOR	ABS 1K6884 B2
82	2K5116	(G)TRAY_OUTPUT_EXT2_MOLDA	HIPS 2K5116 A
83	2K5143	KEY_OK_MOLDAU	2K5143 A HIPS
84	2K5082	TAPE_DOUBLE_COVER-SCAN	2K5082 A 152X3.1X0.54 SONY UT1440
85	1K7409	(G)PIN_HINGE	1K7409 A 3.5 SUS304 RAW
86	JB69-00498A	CARTON-RETAIL ARON(LO)	DUP/GB 462X215X398 JB69-00498A
87	JB69-00499A	CARTON-RETAIL ARON(HI)	DUP/GB 462X215X398 JB69-00499A
88	1K8371	(G)SCREW-STEEL	1K8371 A PTP 3*8 P RAW
89	1K4446	(G)PRNU_CALIBRATION_SHEET	FPG 300 269.5*10*0.3 1K4446 A
90	2K5142	KEY_NAVIGATION_MOLDAU	2K5142 A HIPS
91	1K7736	(G)SCAN_WINDOW_GLASS	1K7736 A 341*250*3
92	1K6873	GUIDE_PAPER-LOWER	HIPS 1K6873 S1-S2 A3
93	2K5188	(G)LIGHTPIPE_WIFI_MOLDAU	PMMA 2K5188 A1
94	2K5027	(G)COVER-LCD-BOTTOM_ARNO	HIPS 2K5027 A
95	2K5026	(G)COVER-LCD-TOP_ARNO	HIPS 2K5026 A
96	2K5106	(G)COVER_DUST_INNER_MOLDA	HIPS PAKM01 2K5106 A
97	2K5151	(G)PC_PALTE_ESD_PRO	2K5151 A 59X59X0.25 PET
98	2K5025	(G)COVER-LCD-HINGE_ARNO	HIPS PAKA02 2K5025 A
99	1K8369	(G)SCREW-STEEL	1K8369 A STP 3*6 P RAW
100	2K5192	HOUSE_HINGE_ADF	POM 2K5192 A
101	JB46-00164J	(G)CD (W/ COVER)	JB46-00164J VER1.0 SCHOONER PAPER+PL
102	1K4433	SPRING_HOLDING	1K4433 A SUS301 RAW T0.3
103	2K5038	COVER_EDGE_GUIDE_ARNO	ABS 2K5038 A



104	2K5193	PISTON_HINGE_ADF	NYLON-66 2K5193 A
105	1K4449	HOLDER_GLASS	ABS 1K4449 A
106	2K5078	(G)AEROSOL_SPONGE_RIGHT_A	2K5078 A 81X10.3X12 FOAM
107	1K7337	(G)SLIP SHEET	1K7337 R2 PLASTIC 350KG 1220X800 T=0.8
108	JB68-01105A	GUIDE-WIFI-SCHOONER	WF 127X127 JB68-01105A 1K8621 SCHOONER
109	2K5191	BRACKET_HINGE_ADF	POM 2K5191 A
110	2K5003	(G)DUST COVER INNER_ARNO	HIPS PAKA01 2K5003 A
111	2K5016	FLAG OUTPUT TRAY_ARNO	ABS
112	2K5017	(G)TRAY_OUTPUT_EXT1_ARNO	HIPS 2K5017 A
113	2K5120	(G)TRAY_OUTPUT_STOPPER_MO	HIPS 2K5120 A
114	2K5077	(G)AEROSOL_SPONGE_LEFT_AR	2K5077 A 81X12X10 PU
115	4K0815	LABEL-INKTANK SCHOONER	4K0815 SCHOONER 91X84XR2.5 PLASTIC
116	1K7407	(G)SLIDE_HINGE	ABS+20%GF A
117	1K8628	(G)TRAY ACCESSORY	KRAFT 207X454MM E
118	2K5028	(G)LIGHTPIPE-WIFI_ARNO	PC 2K5028 A1
119	JB68-01104A	CARD-WARRANTY-SCHOONER	WF 168X118/336X118 JB68-01104A 1K8623 SC
120	4K3137	SLIP SHEET	4K3137 PLASTIC 500KG 1175X860X0.9MM
121	2K5146	(G)COVER_FFC	HIPS 2K5146 A
122	1K6245	LOADSTOP	ABS 1K6245 A4
123	1K7431	(G)LINK_ARM-PICK	ABS A
124	1K6902	GLASS HOLDER	HIPS 1K6902 A
125	1K7898	HOLDER_MEDIA	SECC T0.8 1K7898 A
126	1K7432	LOADSTOP	ABS 1K7432 A1
127	1K8650	(G)TRAY_ACCESSORY COVER	KRAFT 307X210 MM E
128	1K9513	LABEL-DATA PLATE(Lo)	1K9513 1K9514 AKA01 111X69XR2 PLASTIC
129	1K9511	LABEL-DATA PLATE(Hi)	1K9511 1K9512 AKA02 111X69XR2 PLASTIC
130	1K8659	BOX-FILLER(KRAFT)	KRAFT 402X161X213MM B
131	1K7430	(G)PAD_SEPARATOR	TPU A
132	1K6765	(G)SPRINGPLATE_LCD_ESD	SUS301-CSP-3/4H A 1K6765 RAW
133	JB68-01101A	POSTER-START HERE(Lo)	WF 432X279/108X140 JB68-01101A
134	2K5194	SHAFT_HINGE_ADF	2K5194 A1 SUM24L
135	1K8629	(G)TRAY-ACCESSORY	KRAFT 349X342MM E
136	2K5174	(G)AEROSOL_SPONGE_SIDE_MO	2K5174 A 92X12X2.5 FOAM
137	4K0694	LABEL-SHIPPING CASE	4K0694 102X152 PAPER
138	2K5172	(G)AEROSOL_SPONGE_BACK_MO	2K5172 A 256X9X5 FOAM
139	1K7438	(G)ADHESIVE_DISPLAY_HOUSI	1K7438 A 58*47*0.15 3M9448
140	1K9515	LABEL-DATA PLATE	1K9515 1K9516 AKM01 111X69XR2 PLASTIC
141	2K5156	(G)COVER_HF	HIPS 2K5156 A
142	2K5144	LIGHTPIPE_ATTENTION_MOLDA	PMMA 2K5144 A1
143	2K5173	(G)AEROSOL_SPONGE_FRONT_M	2K5173 A 225.8X12X2.5 FOAM
144	2K5145	LIGHTPIPE_ANSWER_MOLDAU	PMMA 2K5145 A1
145	JB68-01102A	POSTER-START HERE(Hi)	WF 432X279/108X140 JB68-01102A
146	1K7425	COVER_LCD	HIPS 1K7425 A
147	JB68-01103A	POSTER-START HERE-MOLDAU	WF 432X279/108X140 JB68-01103A 1K8620 MO
148	1K7429	(G)BLOCK_SEPARATOR	POM A
149	4K0959	SHEET-PRINTER PALLET-SCHO	WF 216X279 4K0959
150	1K7508	(G)LABEL-USB PORT	1K7508 1K7909 62X23XR2 PLASTIC
151	1K8370	(G)SCREW-STEEL	1K8370 A TP 2*6 P NI
152	4K3000	BOX-FILLER(KRAFT)	KRAFT 491X88X261MM B
153	1K8624	SBS PROTEC SHEET	1K8624 1205X690 T=0.28MM DUP/WB
154	1K7440	(G)ADHESIVE_CARRIAGE_FFC	A 10*15*0.15 3M9448
155	4K3090	SHEET-Environmental Info	WF 148X210 4K3090

156	1K4436	ROLLER_SPACER	POM 1K4436 B
157	1K4437	ROLLER_IDLE	POM 1K4437 A
158	1K6764	CLAMP_LCD	HIPS 1K6764 A
159	1K8625	SBS PROTEC SHEET	1K8625 1170X760 T=0.28MM DUP/WB
160	1K8637	(G)TRAY-BOX	KRAFT 217.66X205MM E
161	2K5175	(G)AEROSOL_SHIELD_CLEAR_M	2K5175 A 17*45*0.15 PET
162	2K5119	(G)END CAPS-RIGHT	475X255X130MM 98.5G
163	2K5118	(G)END CAPS-LEFT	475X255X130MM 103G
164	2K5020	(G)END CAPS-RIGHT	385X207X85MM 50G
165	2K5019	(G)END CAPS-LEFT	385X207X85MM 49G
166	2K5161	(G)SHEET TOP COVER PAPER	WF 385X270MM T=0.05
167	1K6868	FLAG_EOF_SENSOR	POM 1K6868 B1
168	1K5539	(G)LABEL-ENERGY STAR	1K5539 1K3490 REV A 12.7X12.7 PLASTIC
169	1K7737	(G)ADF_WINDOW_GLASS	1K7737 A 250*31.5*3

**EXHIBIT B**

**Master Agreement**

**Master Consumer Inkjet Printer Business Agreement**

**BETWEEN**

**EASTMAN KODAK COMPANY**

**AND**

**SAMSUNG ELECTRONICS CO., LTD.**

**CONFIDENTIAL**

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## Master Consumer Inkjet Printer Business Agreement

This Agreement is made this \_\_\_\_ day of September, 2011 between EASTMAN KODAK COMPANY (“Kodak”), a corporation organized under the laws of the State of New Jersey, having a principal place of business at 343 State Street, Rochester, New York 14650, and SAMSUNG ELECTRONICS CO., LTD. (“Samsung”), a corporation organized under the laws of Korea, having a principal place of business at 416, Maetan-3dong, Yeongtong-gu, Suwon City, Gyeonggi-Do, Korea, 443-742, (collectively referred to herein as “the Parties”). Capitalized terms are used with the meaning ascribed thereto in Section 2 below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties agree as follows:

### 1. SCOPE OF RELATIONSHIP

This Agreement sets forth the general terms and conditions of the relationship between the Parties with respect to Ink Jet Printers and Consumables under which: (i) Samsung will pay for and Kodak will perform the Development Services; and (ii) Samsung will purchase from Kodak its requirements for Ink Jet Printers and related Consumables. In furtherance thereof, Samsung and Kodak will execute Product Exhibits for Products developed and supplied hereunder, in substantially the form of Appendix A hereto, and each such Product Exhibit shall be incorporated herein by reference.

#### 1.1. General Supply Rights and Obligations with Respect to Products.

1.1.1 During the Term of this Agreement, Samsung shall purchase solely and exclusively from Kodak, and Kodak shall sell to Samsung, all of Samsung’s requirements for Ink Jet Printers and related Consumables for Samsung’s worldwide inkjet printer business, on the terms detailed herein and in the applicable Product Exhibits (with the exception of Asia where Samsung is not authorized to sell or distribute Products). For purposes of this Agreement, “Asia” includes, but is not limited to, Japan, North and South Korea, China, and India, but does not include Turkey, Australia, or New Zealand. For all other Asian countries not specified above, Samsung shall obtain Kodak’s written agreement prior to launching any Products in such territories. Notwithstanding this exclusivity requirement, Samsung shall not be prohibited from selling Consumables not purchased from Kodak for use in Inkjet Printers sold by Samsung prior to entering into this Agreement. Samsung agrees to launch 2012 product models within two (2) months of receipt of shipment from Kodak of Products meeting agreed-upon standards of quality, cost and delivery pursuant to the terms of this Agreement.

#### 1.2. Kodak’s Right to Sell.

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Samsung acknowledges that Kodak is not supplying products and services to Samsung exclusively and, nothing contained herein shall prohibit Kodak from selling Ink Jet Printers and/or Consumables under the Kodak brand or any other brand, including original equipment manufacturers, or from contracting to supply Ink Jet Printers and/or Consumables to third parties in any distribution channel, provided that Kodak does not intentionally undermine Samsung's rights under this Agreement.

1.3. Discharge of Binding Term Sheet for Printing Collaboration

Upon execution of this Agreement by both Kodak and Samsung, Kodak and Samsung will be deemed to have completed all actions contemplated by the Binding Term Sheet for Printing Collaboration executed by Kodak and Samsung on December 22, 2009 and December 23, 2009, respectively.

1.4. General Development Terms.

Kodak and Samsung shall meet periodically throughout the Term for Product planning as described in this Agreement, provided, however, that Product planning shall in no event include: (a) any design input with respect to the following Product components: printhead, printhead unit, or Ink, or (b) with respect to any Product then being supplied by Kodak to Samsung, any change to its Platform. Such meetings shall be held at least annually during each year of the Term. The Parties shall alternate in selecting the meeting location. In no event shall each Party's obligations hereunder be construed to include disclosure to the other Party of proprietary information or things where such disclosure could impair a Party's subsequent efforts to patent or otherwise protect such intellectual property under applicable law.

1.5. Product Exhibits.

Each Ink Jet Printer System to be supplied by Kodak to Samsung will be designated as a Product, and shall be described in a Product Exhibit mutually agreed to and signed by each Party's Authorized Representative. Each Product Exhibit will follow the form shown in Appendix A and contain at least the following information:

- 1.5.1. a schedule designating the planned features and/or Specifications of the Printer Products and any Consumables associated therewith;
- 1.5.2. a schedule containing a description of any Deliverables to be created by Kodak in connection with the development of the Products including Consumables;
- 1.5.3. the NRE Payment amounts payable and payment schedule;
- 1.5.4. a schedule for disclosing to Samsung elements of the BoM for consideration for preferential pricing as set forth in Section 4.1.8.c, if any;



- 1.5.5. beginning with Products to be launched in 2013, to the extent practicable, the initial 12 month volume estimation for Samsung's purchase quantities of the Products. The Parties agree that this initial volume estimate is for planning purposes only and does not represent a binding commitment by either Party;
- 1.5.6. the Tooling capacity and cost for the Printer Products and Consumables to be charged by Kodak and paid by Samsung;
- 1.5.7. the development timeline and milestones, including dates for acceptance by Samsung and shipping release approval; and
- 1.5.8. the planned regions in which the Products and Consumables may be launched.

#### 1.6. Portfolio Deliverables

Kodak agrees to develop a total of up to [REDACTED] be launched by Samsung into the marketplace beginning in 2012. The last launch is contemplated to be in 2014. Consumables for each Product will be developed as per the relevant Product Exhibit.

#### 1.7. Branding.

All Products and their Packaging shall carry Samsung's brand and shall carry Kodak's brand prominently featured as an ingredient brand in accordance with both the mutually agreed-upon Branding Guidelines and such other criteria as the Parties may agree in the applicable Product Exhibit.

#### 1.8 Laser OEM Opportunities

The Parties will undertake discussions regarding a potential laser OEM opportunity, however such discussions and considerations shall not delay the performance of any responsibilities under this Agreement.

## 2. DEFINITIONS

### 2.1. Definitions.

"Affiliate" means any corporation, partnership or other entity that is controlled by, controls, or is under common control with a Party hereto.

"Agreement" means this Master Consumer Inkjet Printer Business Agreement, together with the Schedules and Appendices hereto and all Exhibits then in effect.

“Authorized Representative” means, with respect to either Party, the individual(s) so designated by such Party to perform the functions set forth for the Authorized Representatives in this Agreement. These persons are solely authorized to sign the Exhibits.

“BoM” means the bill of materials for each Product which will be identified by Kodak to Samsung as described in the applicable Product Exhibit, provided, however, that the BoM shall not include any information regarding the printhead, printhead unit or ink jet cartridge nor any other element identified in this agreement as a Kodak proprietary element.

“Branding Guidelines” means the mutually agreed upon Branding Guidelines for the Products set forth in Appendix B, and such other criteria as the Parties may agree in the applicable Product Exhibit.

“Business Days” means Monday through Friday of each week, excluding days on which banks are authorized to be closed in New York or South Korea.

“Business Representative” means, with respect to either Party, the individual(s) so designated by such Party to perform the functions set forth for the Business Representative in this Agreement.

“Confidential Information” shall have the meaning set forth in the Confidential Disclosure Agreement executed by the Parties on or about September 14, 2010.

“Consumables” means Ink and Media, if applicable, individually, or in any bundled configuration of Ink or Ink and Media.

“Corrective Action” means commercially reasonable activities and actions to correct a Defect and directly related consequences of said Defect such as an Epidemic Failure, a Safety Defect or other governmental actions requiring action by Samsung or Kodak, as further described in Appendix D.

“Defect” means a form, fit or function, physical measurement, physical attribute or performance function that is non-conforming to the Specifications.

“Defective Product” means a Product with a Defect.

“Deliverables” means the tangible embodiments or results of design and development work undertaken pursuant to the applicable Exhibit (regardless of whether such results are in physical or electronic form), including without limitation, Product and Consumables prototypes, development verifications, product verifications, quality test plans, quality test procedures, quality test results and drawings related to Product customization (mechanical and electrical).

“Delivery Date” means the date Product arrives at Samsung’s designated logistic center in Tillburg, Netherlands, and any other mutually agreed upon Samsung logistic center.

“Development Services” or “Services” means the specific services identified in a Product Exhibit to be performed by Kodak in delivering the Deliverables pursuant to any Exhibit.

“Documentation” shall mean all documents and information relevant to either Party’s performance under this Agreement and is expected to include documents, parts, assemblies, engineering drawings, computer files and other written and tangible material comprising Project Technology.

“End of Life Product” means when Samsung intends to cease buying a Product or when Kodak intends to stop selling a Product to Samsung.

“Epidemic Failure” occurs when the failure rate data from the field (warranty & DOA) for a Product indicates that the percentage of the Product manufactured during any consecutive 3 month period and within 24 months of the date of manufacture has been proven to exhibit substantially the same Defect (same root cause) at a rate in excess of the Epidemic Failure Rate. However Epidemic Failure shall not include instances where a Software failure is capable of being corrected through internet downloading of patches or other code.

“Epidemic Failure Rate” for Inkjet Printers supplied to Samsung by Kodak is [REDACTED].

“Exhibit” means a Product Exhibit.

“Force Majeure Event” has the meaning specified in Section 22.4.

[REDACTED]

“IP Rights” means all worldwide rights in, to, or arising from: (i) all United States and foreign patents and applications therefore, including all inventions described or claimed therein, and all reissues, divisions, renewals, reexaminations, extensions, provisional patents, continuations, continuing prosecution applications and continuations-in-part thereof, (ii) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, and know how, (iii) copyrights, copyright registrations and applications therefore and all other rights corresponding thereto throughout the world, including statutory or common law rights thereto, (iv) mask works and registrations and applications therefore, (v) industrial designs and any registrations and applications therefore throughout the world, (vi) trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefore and all goodwill associated therewith throughout the world, (vii) any moral right or like rights, and (viii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

“Infringement Claim” has the meaning set forth in Section 18.2.1.

“Ink” means ink cartridges (whether black or color), individually and in any bundled configuration.

“Ink Jet Printer” means any desktop printer using ink jet technology as a marking engine, capable of marking pages in black and white or color.

“Ink Jet Printer System” means Printer Products and related Consumables identified in a Product Exhibit.

“Inventory” means any components, materials or supplies that are ordered by Kodak pursuant to Samsung’s forecast, including Products and Consumables prior to delivery to Samsung.

“Kodak IP Rights” means any and all IP rights either owned or otherwise used by right by Kodak, other than under license from Samsung.

“Kodak Software” means software owned or otherwise used by right by Kodak, other than under license from Samsung.

“Kodak Technology” means any and all Technology, including Project Technology, which is either owned by or otherwise used by right by Kodak, other than under license from Samsung.

“Manufacturing Date” means, with respect to a Product, the date such Product was manufactured by or on behalf of Kodak.

“Media” means substrates designed to receive marks from an Ink Jet Printer.

“NRE Payments” means the payment by Samsung to Kodak for design and development services, Tooling, jigs, fixtures, licenses and related costs for the Development Services related to executing this Agreement and related Exhibits, Schedules and Appendices. NRE Payments are projected to total [REDACTED] the Initial Term of this Agreement.

“Packaging” means the individual retail ready containers for each Printer Product with branding and graphic elements or bulk packaging for Product as set forth in the applicable Product Exhibit, and the bulk packing of Ink, each meeting the shipping specifications set forth herein and consistent with the Branding Guidelines.

“Platform” means the common architecture intended to constitute the basic underlying structure to be applied across more than one printer, including mechanical system, paper path system, writing system (print head, ink tanks, etc.), SOC architecture, and core firmware. For the avoidance of doubt, “Platform” does not include scanners, document feeder, displays, user interface, and software.

“Printer Product” means any Ink Jet Printer based on Kodak inkjet technology converted by Kodak to a Samsung-specific Product for sale to Samsung under this Agreement. Printer Product will include the print head but not the Consumables other than an initial set of ink cartridges shipped in the retail carton. Printer Product will include drivers and other software provided in connection with an Ink Jet Printer and any updates thereto.

“Product” means any Printer Product or related Consumable in retail ready packaging identified in a Product Exhibit. Products do not include Service Parts.

“Product Exhibit” means a document, signed by the Parties hereto, containing the information set forth in Section 1.5, an example of which is set forth in Appendix A.

“Product Warranty” shall have the meaning set forth in Section 17.1.

“Project Rights” means IP Rights covering or embodied in Project Technology.

“Project Technology” means any and all Technology that is developed in the performance of development work conducted under a Product Exhibit.

“Safety Defect” has the meaning set forth in Appendix D.

“Samsung IP Rights” means any and all IP rights either owned or otherwise used by right by Samsung Printer Business Unit, other than under license from Kodak.

“Samsung Printer Business Unit” means, during the Term, the division of Samsung Electronics Co., Ltd., that designs, manufactures and distributes printers.

“Samsung Software” means software either owned or otherwise used by right by Samsung Printer Business Unit, other than under license from Kodak.

“Samsung Technology” means any and all Technology, including Project Technology, which is either owned by or otherwise used by right by Samsung Printer Business Unit, other than under license from Kodak.

“Service Parts” means all of the replacement components and subassemblies provided by Kodak to Samsung.

“SKU” means a stock-keeping unit that reflects a specific configuration of a specific Product.

“Specifications” means the specifications for Products including Packaging stated in the applicable Product Exhibit to be packed with the Printer Products and Consumables.

“Technical Representative” means, with respect to either Party, the individual with the technical knowledge of the Products so designated by a Party to perform the functions set forth for the Technical Representative in this Agreement.

“Technology” means any and all compositions, articles of manufacture, processes, apparatus, know-how, data, writings and works of authorship (including, without limitation, software, firmware, protocols, program codes, audiovisual effects created by program code, and documentation related thereto), drawings, mask works, other tangible items (including materials, samples, components, tools, and operating devices such as board assemblies, prototypes, and engineering models), extensions and derivations thereof, and technical information, including any material in human or machine readable form which is embodied in or describes any of the foregoing items.

“Term” has the meaning set forth in Section 3.

“Tooling” means tools, dies and fixtures (including artwork, plates and other physical aids).

“Transfer Price” means the invoice price from Kodak to Samsung for a Printer Product or Consumable.

### **3. TERM**

The term of this Agreement shall be from the date of execution of this Agreement to the 31<sup>st</sup> of December 2014 (the “Initial Term”), subject to earlier termination as provided in Section 19 or as may be extended to cover any additional period set forth in Section 4.1.6. The Initial Term shall automatically be renewed for additional one (1) year terms (“Subsequent Terms”) unless written notice of non-renewal is given by either Party one hundred eighty (180) days prior to the expiration of the then-current term. The Term and any Subsequent Terms shall collectively be referred to herein as the “Term.”

### **4. TRANSFER PRICING**

#### **4.1. Transfer Pricing and Subsidy.**

- 4.1.1. Samsung is responsible for the payment of the Transfer Price for Printer Products ordered by Samsung and delivered by Kodak or its designated subsidiary. Samsung will pay to Kodak over the Initial Term of this Agreement the Printer Product Hardware Cost Subsidy, which is projected to [REDACTED]. The intent of the Hardware Cost Subsidy is to help reduce material costs for Printer Products purchased by Samsung during the Initial Term. The Printer Product Hardware Cost Subsidy paid each quarter by Samsung to Kodak or its designated subsidiary will be used to offset the Transfer price for Printer Products as set forth below.

Hardware Cost Subsidy: No later than five (5) days prior to the start of each calendar quarter Samsung shall pay to Kodak or its designated subsidiary an amount equal to the mutually agreed upon per Printer Product Hardware Cost Subsidy (mutually agreed to by the Parties on a yearly basis) as set forth in each relevant Product Exhibit, multiplied by the number of each Printer Products scheduled to be delivered by Kodak to Samsung in the upcoming quarter, based on Samsung’s projections as set forth in Section 6.1.1.

- 4.1.2. The Transfer Price (TP) for Printer Products will be calculated as follows:  $\text{Transfer Price} = \text{Kodak's Total Cost} - \text{applicable per unit Hardware Cost Subsidy paid by Samsung}$ .  $\text{Kodak's Total Cost} = \text{Kodak's material costs} + \text{manufacturing costs} + \text{distribution costs}$ .

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- 4.1.3. Pricing for Products as quoted in attachments to Appendix C do not include sales, use or other similar taxes, and applicable taxes, if any, will be included on Product invoices unless Samsung provides Kodak with adequate proof of exemption from such taxes.
- 4.1.4. 2012 Prices: Kodak's Total Cost for models to be launched in 2012 (as set forth in Attachment 1 to Appendix A) are as follows: [REDACTED] for 3-in-1, [REDACTED] for 3-in-1 Wifi [REDACTED] for 4-in-1 Wifi. The Hardware Cost Subsidy per unit for Printer Products launched in 2012 are as follows: [REDACTED] 3-in-1 models, [REDACTED] for 3-in-1 Wifi models and [REDACTED] for 4-in-1 Wifi models.

Accordingly, the Transfer Price for 2012 models are as follows: [REDACTED] for 3-in-1, [REDACTED] for 3-in-1 Wifi and [REDACTED] 4-in-1 Wifi.

- 4.1.5. Starting in 2013, the per Printer Product Hardware Cost Subsidy amounts will be mutually agreed by the Parties for each year of the Agreement at least three (3) months prior to the start of the calendar year, and set forth in an attachment to Appendix C.

Once established, the per Printer Product Hardware Cost Subsidy will not be changed except by mutual written agreement of the Parties. Once the total Hardware Cost Subsidy has been utilized, no further per unit subsidy to the Transfer Price of Printer Products will be permitted.

Starting in 2013, final Printer Product TP will be set on a yearly basis upon mutual agreement of Kodak and Samsung utilizing the above-stated formula and will be set forth in an attachment to Appendix C.

In the event Samsung requests changes to Product features and/or designs which are agreed to by Kodak after the final Printer Product TP has been set, the Printer Product Transfer Price will be adjusted to reflect any additional cost thereof.

- 4.1.6. On or before December 31, 2014 or the termination of this Agreement, whichever comes first, Samsung will pay to Kodak the difference between [REDACTED] and the total amounts previously paid by Samsung to Kodak for NRE Payments and Hardware Cost Subsidy during the Initial Term. Such payment will be due and owing regardless of the number of Printer Products actually purchased by Samsung from Kodak, except if the termination of this Agreement is solely due to the material breach of the Agreement by Kodak which is not remedied on a timely basis. If January delivery deadlines for 2013 and 2014

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Printer Products are not met, the December 31, 2014 deadline referenced above for payment of the amount remaining after NRE and Hardware Cost Subsidy are deducted will be accordingly extended.

#### 4.1.7. Samsung Suggested Third Party Contract Manufacturer

Kodak will make commercially reasonable efforts to evaluate for suitability the contract manufacturer(s) recommended by Samsung for manufacture of the Printer Products to fulfill this Agreement, provided such contract manufacturers demonstrate capabilities, efficiencies and the ability to facilitate cost reduction and are independent entities that are not controlled or managed by Samsung. The decision by Kodak not to utilize the contract manufacturer(s) recommended by Samsung will not be considered a material breach of this Agreement.

#### 4.1.8. Transfer Price for Consumables.

a. The Ink Transfer Price for 2012 models shall be [REDACTED] for each standard fill black cartridge and [REDACTED] for each standard fill color combination cartridge. The Ink Transfer Price is to include the ink tank packaged in retail ready form delivered to Samsung. The Transfer Price on Ink for 2013 and 2014 Printer Products will be negotiated and agreed upon by Samsung and Kodak and set forth in an attachment to Appendix C.

b. Transfer Prices for Consumables will change only by mutual agreement documented in writing.

c. Preferential Pricing

Samsung shall authorize its suppliers to permit Kodak or Kodak's contract manufacturers to purchase parts and components based upon Samsung's preferential pricing for Kodak's entire consumer inkjet product portfolio. For the avoidance of doubt, Samsung's preferential pricing will not be extended to any product in Kodak's commercial or production printing product portfolios. Upon Kodak's request, Samsung shall provide Kodak the contact information for the relevant preferred suppliers.

d. Cost Reductions.

The Parties will cooperate to identify commercially reasonable opportunities for cost reductions in the manufacture of the Printer Products. In no event shall this provision be deemed to require either Party to violate its confidentiality obligations to other persons or to require Kodak to disclose information regarding the sources or costs of print heads, ink or, to the extent set forth in the



Product Exhibit, other material or components deemed proprietary by Kodak.

Cost improvement to direct materials price will be based on best efforts to reduce material costs in a mutually agreed approach. Cost savings will be determined on a net basis, after taking into account: (A) the costs of implementing such change (including engineering, tooling, supplier qualification and other costs), and (B) any increases in the overall costs of the applicable Printer Product or Consumables. Cost savings shall be considered in the setting of the Transfer Price on an annual basis.

## 5. SCOPE OF DEVELOPMENT

### 5.1. Scope of Development.

5.1.1. Kodak agrees to develop up [REDACTED] Printer Products to be launched by Samsung into the marketplace beginning in 2012 and concluding with launches in 2014. The Parties will negotiate in good faith on a yearly basis to determine the number and type of models for each year. Consumables for each Printer Product will be developed as per the relevant Product Exhibit. The Parties contemplate the following number and type of models for each year as follows:

--2012: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### 5.1.2. Description of Development.

(a) Design and development requirements for each Product shall be stated in the Product Exhibit.

(b) Kodak shall be responsible for performing the work set forth in the application Exhibit, including the provision of any Deliverables stated therein.

### 5.1.3. Cooperation by Samsung.

Samsung agrees to cooperate and provide reasonable assistance to Kodak in connection with the development of Samsung-specific elements to create the Products in accordance with the applicable Product Exhibits.

### 5.1.4. Meetings.

Kodak and Samsung will conduct monthly operation and planning meetings and quarterly executive business reviews during the Term.

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#### 5.1.5. Regulatory Approvals.

Each Party shall, at its sole expense, obtain and maintain any necessary approvals and authorizations of regulatory agencies and other governmental organization to fulfill its respective obligations under this Agreement. The Parties shall give each other the cooperation reasonably required in connection with such obligations.

### 5.2. Deliverables

#### 5.2.1. Acceptance.

By the date agreed upon by the Parties in accordance with the milestone schedule set forth in the applicable Exhibit, Kodak will deliver the specified Deliverables. Samsung, with the reasonable assistance of Kodak if requested by Samsung, and as set forth in the applicable Exhibit, will examine and test each of the Deliverables upon delivery to determine whether the Deliverable reasonably and substantially conforms to the Specifications in accordance with the standard of acceptance inspection specified in the applicable Exhibit. Samsung will in writing either (a) accept the Deliverable in whole or in part or (b) reject the Deliverable in whole or in part and provide Kodak with a written evaluation report stating with specificity the nature of the Deliverable's nonconformity within [REDACTED] the receipt of the Deliverables. In the event that Samsung reasonably anticipates a need for additional time to complete evaluation, Samsung will notify Kodak within the same [REDACTED]. In the event that Samsung identifies a non-conformity which it reasonably believes requires further investigation, Samsung and Kodak shall in good faith negotiate an acceptance deadline.

#### 5.2.2. Correction of Errors.

In the event Samsung rejects the Deliverable in whole or in part and provides Kodak with a written evaluation report as described in Section 5.2.1 above, (a) Kodak shall promptly correct the errors or nonconformance of the Deliverable with the applicable Specifications and redeliver the Deliverable to Samsung within [REDACTED] after receipt of the acceptance evaluation report, or (b) Samsung may, in its sole discretion, agree to Kodak's proposed correction of such errors and additional time for implementing such corrections provided that Kodak has made proposal in writing to Samsung within five (5) Business Days after receipt of the acceptance evaluation report.

#### 5.2.3. Disputes Regarding Errors.

Kodak will, within [REDACTED] s after receipt of Samsung's written report of non-conformance, respond in writing as to Kodak's concurrence with the finding or refuting the finding, in whole or in part. Appropriate representatives of the Parties will meet to resolve any disagreements on conformance in a timely manner. If, however, Kodak does not

provide Samsung with such a response, Kodak will be deemed to have accepted Samsung's acceptance evaluation report and shall work in good faith to correct such errors and make a timely redelivery of the Deliverable as provided in Section 5.2.2.

#### 5.2.4. Change Procedure

In the event that a Party proposes changes to a Product Exhibit, including the Specification, the Parties shall follow the Change Procedure outlined in Appendix F.

### 5.3. Development NRE and Tooling .

#### 5.3.1. Product-Specific NRE and Tooling.

- a. Both Parties will mutually agree on the NRE, Tooling and other Deliverables for each Product Exhibit prior to beginning activity on that Product.
- b. In the event that additional Tooling and/or NRE beyond [REDACTED] is required for the development of Printer Products by Kodak for Samsung during the Initial Term, the Hardware Cost Subsidy will be used to fund the additional NRE payments provided that the Parties mutually agree.

## 6. SUPPLY PLANNING AND DELIVERY OF PRODUCTS

### 6.1. Supply Planning.

#### 6.1.1. Demand Forecasting and Fixed Purchase Obligation

Samsung shall provide to Kodak on a weekly basis an updated rolling [REDACTED] [REDACTED] for both Printer Products and Consumables. The forecasts shall be at the SKU level and include weekly quantities in minimum order quantity (pursuant to Section 6.1.3) multiples, by destination.

Samsung agrees that Kodak will use the [REDACTED] [REDACTED] Samsung will, if quantity requirements decrease from those forecasted for a Product in the [REDACTED] purchase and take delivery of such forecasted quantity.

For long-term capacity planning purposes (including Tooling purchase requirements) ONLY, for 2013 Products and beyond, both Samsung and Kodak agree to meet on a quarterly basis to review updated [REDACTED] - binding rolling horizon schedules provided by Samsung for Printer Products and Consumables.

Samsung and Kodak agree to meet formally on a monthly basis to review and discuss forward looking demand forecasts, component liabilities outside the fix zone, factory capacity requirements, product end of life and new product transition plans.

The parties shall mutually agree upon detailed business processes for the above to be defined at a later date and reflected in an Agreement addendum.

#### 6.1.2. Purchase Orders.

Purchase and delivery of Products shall be made pursuant to purchase orders that shall be issued in writing by Samsung to Kodak, which will include quantity requirements and delivery schedules consistent with Samsung's [REDACTED]. Purchase orders shall be transmitted electronically between Samsung and Kodak.

Purchase orders in excess of either the [REDACTED] or of the [REDACTED] obligation for which Samsung has provided the Demand Forecasting will be subject to confirmation by Kodak, subject to production capabilities.

#### 6.1.3. Minimum Order Quantity

Minimum order quantity shall be one container for Printer Products and one pallet for Ink. For Printer Products, the minimum order quantity shall be a container quantity to maximize container utilization. Container quantities and patterns shall be mutually agreed upon by both Samsung and Kodak. All orders by Samsung shall be in minimum order quantity multiples.

#### 6.1.4. Ordering Lead Time.

For Products to be launched in Europe, Samsung shall place purchase orders on Kodak with [REDACTED] time as measured from the purchase order issue date and the expected Delivery date. The [REDACTED] consists of an [REDACTED] with a delivery lead time of [REDACTED]. For all other regions, the Parties shall negotiate a mutually agreeable ordering lead time.

#### 6.2. End of Life Notification.

##### 6.2.1. Notice of End of Life Products.

In the event Samsung decides to discontinue a Product (an "End of Life Product"), Samsung will notify Kodak in writing. Samsung will provide Kodak with End of Life forecasts as follows:

Forecast	Scheduled Quantity Variance
████████████████████	████████
████████████████████	████████

Samsung may only increase, decrease or reschedule the quantities of any Product to be delivered based on its End of Life forecast per the table above. Samsung will, if quantity requirements decrease from the variances forecasted for a Product in the End of Life forecast, purchase and take delivery of such forecasted quantity.

6.2.2. In the event Kodak decides to discontinue a Product, Kodak will notify Samsung in writing. Kodak and Samsung shall mutually agree to an EOL process.

6.2.3. Samsung's Obligations for End of Life Inventory.

Upon receipt of End of Life Product notification and End of Life forecasts from Samsung, Kodak will advise Samsung of any specific parts or materials that are unique to Products intended for sale to Samsung which cannot be otherwise repurposed or utilized that have been purchased or will be required to be purchased to meet Samsung's End of Life forecasts. In the event that Kodak purchases or has purchased such specific parts or materials and such parts and materials are not utilized in Products sold to Samsung, Samsung will purchase at or reimburse Kodak for the purchase price of such parts and materials. This obligation shall be considered separate and distinct from Samsung's obligation for NRE Payments and the Hardware Cost Subsidy.

6.2.4. Parts Support and Consumables for End of Life Printer Products.

Samsung will provide Kodak with a lifetime forecast requirement ██████████ before the end of production of each Printer Product. Kodak shall supply spare parts for ██████████ after end of production life. Samsung will place the final, one-time last buy order at the end of the ██████████ period that is equal to the balance of the forecasted requirement. The service parts price should not exceed ██████████ the price of the final Bill of Material (BOM).

6.3. Delivery.

6.3.1. Product Delivery.

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Kodak or its designated subsidiary will deliver Products to Samsung's bonded warehouse in Tilburg, Netherlands on the Delivery Date specified in Samsung's purchase order as accepted by Kodak. Printer Product and Consumables title and risk of loss to the Products shall transfer at Samsung's warehouse. Product delivery terms are DDU at Samsung's bonded warehouse in Tilburg, Netherlands, Incoterms 2000.

#### 6.3.2 Ocean Shipment.

The Parties agree that unless otherwise mutually agreed to by the Parties that delivery of the Products will occur by means of ocean shipment.

### 7. TOOLING

- 7.1. Unless otherwise specified in the Product Exhibit, Tooling used in connection with the Products shall be the property of Kodak and shall remain Kodak's responsibility and in Kodak's possession or in the possession of Kodak's suppliers.
- 7.2. Any Samsung Product-specific Tooling purchased under this Agreement must only be used to produce Samsung Product. "Samsung Product-specific Tooling" means tooling produced specifically in order to manufacture the Product as per this Agreement.
- 7.3. Kodak may not dispose of any Samsung Product-specific Tooling without Samsung's prior written consent.
- 7.4. For Samsung owned Tooling contemplated to be used to fulfill this Agreement, Samsung will provide Kodak with access, directly or through Samsung, to such Tooling owned by Samsung and in the possession of third party suppliers.

### 8. QUALITY, SHIPPING APPROVAL, AND REGULATORY COMPLIANCE

- 8.1. Quality and Acceptance Criteria.

The Parties must agree in writing on Product quality and acceptance criteria for each Product Exhibit.

### 9. PAYMENT

- 9.1. Payments for NRE and Tooling.

- 9.1.1. The NRE Payments are payable over the Initial Term, and shall be due for up to [REDACTED] to be developed from 2011 through 2013. The payment schedule for each Exhibit's NRE Payments will be as follows:

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- a. Payment for Tooling: [REDACTED] approval.
- b. Payment for NRE excluding Tooling:  
[REDACTED] the Development Services for each Product and [REDACTED] of Production Verification Checkpoint (PVC), which is defined as the checkpoint/milestone in the product development life cycle in which product quality, manufacturing processes and all other documentation are meeting mass production ramp requirements;
- c. Payments to be made [REDACTED] of invoice.

9.1.2. Payment for regulatory Approval: Kodak shall be responsible for obtaining all governmental or industry approvals required in connection with the development by Kodak of each Product, including, when applicable, FCC, CE, UL and import/export controls of design and testing elements.

9.2. Products and Consumables.

[REDACTED]  
[REDACTED] Invoice date shall be on or after the Delivery date.

9.3. Currency.

All payments due shall be made in, and other amounts specified in this Agreement are expressed in, U.S. Dollars.

**10. SITE ACCESS:** UPON SAMSUNG'S REASONABLE REQUEST, KODAK SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE SAMSUNG WITH REASONABLE ACCESS TO THE FACILITIES, QUALITY CONTROL PROCEDURES, SERVICE RECORDS, EMPLOYEES AND REGULATORY SUBMISSIONS OF EACH OF KODAK'S PRINCIPAL CONTRACT MANUFACTURER OR PRINCIPAL CONTRACT DESIGN MANUFACTURER FOR INKJET PRINTER PRODUCTS DURING THE FACILITIES' REGULAR BUSINESS HOURS TO PERMIT SAMSUNG TO ASSESS KODAK'S PERFORMANCE UNDER THIS AGREEMENT. SUCH INSPECTION SHALL BE CONDUCTED IN A MANNER THAT DOES NOT UNREASONABLY INTERFERE WITH KODAK'S OR ITS MANUFACTURER'S NORMAL DAY-TO-DAY OPERATIONS. ACCESS TO KODAK'S PRINT HEAD AND INK TANK MANUFACTURING SITES MAY BE RESTRICTED TO SUB-SECTIONS OF THE FACILITY FOR IP REASONS. NOTWITHSTANDING ANY OF THE FOREGOING, IN THE EVENT THAT ANY ISSUE, INCLUDING QUALITY ISSUES OR GENUINE PRODUCT VERIFICATION ISSUES, ARISES WHICH REASONABLY REQUIRES THE JOINT INVESTIGATION

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OF THE PARTIES OF THE RELEVANT CONTRACT MANUFACTURER, THE PARTIES SHALL SEPARATELY AGREE TO APPROPRIATE ACCESS FOR SAMSUNG.

## **11. SERVICE AND SUPPORT ACTIVITIES**

Service Parts supply and support are governed by Appendix E.

## **12. IP OWNERSHIP**

### **12.1. Project Rights and Project Technology.**

All Project Rights except for Tooling but including without limitation any extensions and derivatives thereof, (i) solely developed by each Party, shall be owned by such developing Party and (ii) developed jointly by both Parties which Parties' respective contributions are not separately identifiable or severable shall be jointly and equally (50/50) owned.

### **12.2. Samsung Technology.**

Except for the licenses expressly granted under this Agreement, Samsung shall retain all rights to Samsung Technology.

### **12.3. Kodak Technology.**

Except for the licenses expressly granted under this Agreement, Kodak shall retain all rights to Kodak Technology.

### **12.4. No Other Ownership Rights.**

Except as expressly provided in this Agreement, nothing contained herein shall be construed as transferring either Party's IP Rights to the other Party.

## **13. LICENSES**

### **13.1. IP Rights**

Each Party (as Grantor) hereby grants a license to the other Party (as Grantee) in Grantor's IP Rights, for the development of Printer Products. During the Term of this Agreement, Samsung grants to Kodak a license to Samsung IP Rights owned by the Samsung Printer Business Unit or for which it has the right to grant a license to (i) make and import Printer Products for sale to Samsung, and (ii) make, use, offer to sell, sell, import and otherwise dispose of Kodak's consumer Ink Jet Printer Platform. During the term of this Agreement, Kodak grants to Samsung a license to Kodak IP Rights owned by Kodak or for which Kodak has the right to grant a license to (i) use, offer to sell, sell, import (subject to the territory restrictions described in this Agreement) and otherwise dispose of Samsung Printer Products supplied by Kodak, and (ii) make, use, offer to sell,



sell, import (subject to the territory restrictions described in this Agreement) and otherwise dispose of print drivers and other software necessary to support Samsung Printer Products.

Upon termination of this Agreement, Kodak shall have three (3) months following the effective date of such termination in order to continue to utilize the rights granted regarding the Ink Jet Printer Platform hereunder to sell off existing inventory under normal production. Each Party's IP Rights thereafter shall be subject to good faith negotiation between the Parties.

13.2. No Other Rights.

Except as expressly provided for in this Agreement, nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or other rights under a Party's IP Rights to the other Party.

13.3. Limitation of Obligations.

Nothing herein shall be construed as imposing on either Party any obligation to institute any suit or action for the infringement of any IP Rights licensed hereunder, or to defend any suit or action brought by a third party which challenges or concerns the validity of such IP Rights.

## **14. DOCUMENTATION**

14.1. Use of Documentation.

Unless otherwise provided in the applicable Product Exhibit, Documentation that contains a disclosing Party's Confidential Information will be considered the Confidential Information of the disclosing Party and subject to the terms of the Confidential Disclosure Agreement executed by the Parties on or about September 14, 2010. Documentation that does not include Confidential Information of a Party may be reproduced or excerpted by the other Party and may be disclosed, delivered, and disseminated to such other Party's employees, contractors, Affiliates, or other third parties, as such receiving Party may deem necessary or appropriate in furtherance of this Agreement.

## **15. TRADEMARKS**

15.1. Kodak Trademarks.

15.1.1. Samsung agrees that all Products shall bear Kodak's brand prominently as an ingredient brand in accordance with both the mutually agreed-upon Branding Guidelines and such other criteria as the Parties may agree in the applicable Product Exhibit. Samsung acknowledges that no right, interest,

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ownership or privilege of use of Kodak's trade name, trade dress or trademarks is granted or conveyed to Samsung by reason of entry into this Agreement or performance hereunder except as follows: Kodak hereby authorizes and grants Samsung the right to place the Kodak trade name or trademarks, as set forth in the Branding Guidelines and in the applicable Product Exhibit, on Product including packaging and Kodak Software and Samsung Software, as specified and directed by Kodak. Samsung shall obtain Kodak's prior written approval for each new placement or use of Kodak's trade name or trademarks.

15.1.2. Unless Kodak otherwise gives its express written consent, Samsung will not use or authorize others to use Kodak's trade name or any of its trademarks, trade dress, copyrighted matter or designs in advertising or promoting any of Samsung's other products or services.

15.1.3. Samsung acknowledges that Kodak's trade names and trademarks are the property of Kodak. Samsung will not in any way impair the rights of Kodak in and to its trade name and trademarks. Samsung will execute such documents as Kodak may deem appropriate in this respect.

## 15.2. Samsung Trademarks.

15.2.1. Kodak acknowledges that no right, interest, ownership or privilege of use of Samsung's trade name or trademarks is granted or conveyed to Kodak by reason of entry into this Agreement or performance hereunder except as follows: Samsung hereby authorizes and grants Kodak the right to place the Samsung trade name or trademarks as set forth in the applicable Product Exhibit on Products, including packaging and Kodak Software and Samsung Software.

15.2.2. Unless Samsung otherwise gives its express written consent, Kodak will not use or authorize others to use Samsung's trade name or any of its trademarks, trade dress, copyrighted matter or designs in advertising or promoting any of Kodak's products or services.

15.2.3. Kodak acknowledges that Samsung's trade names and trademarks are the property of Samsung. Kodak will not in any way impair the rights of Samsung in and to its trade name and trademarks. Kodak will execute such documents as Samsung may deem appropriate in this respect.

15.2.4. Except as expressly authorized in writing by Samsung, Kodak will sell Products bearing Samsung's trade name and trademarks only to Samsung and not to any other Party and will not commercialize the Samsung-named or Samsung-branded Product in any other manner.

## 16. CONFIDENTIALITY

### 16.1. Safeguarding Confidential Information.

The disclosure and protection of each Party's Confidential Information received in furtherance of this Agreement shall be governed by the Confidential Disclosure Agreement executed by the Parties on or about September 14, 2010.

### 16.2. Affiliates and Subcontractors.

The Parties will advise their respective Affiliates and subcontractors of the provisions of the Confidential Disclosure Agreement and cause such third parties to be bound by confidentiality obligations substantially similar to those contained in the Confidential Disclosure Agreement. Each Party shall be legally responsible for any breach thereof by any of its Affiliates and subcontractors.

## 17. WARRANTIES AND REMEDIES

### 17.1. Warranties.

#### 17.1.1. Product Warranty:

Kodak will provide Samsung with the following warranties for the following Products (collectively, the "Product Warranties" and individually a "Product Warranty"):

- (a) Cumulative Failure Rate (CFR) Goal for Printer Products  
[REDACTED]  
from the date of manufacture. In the event that the actual CFR exceeds the CFR goal for a particular Printer product, Kodak will pay to Samsung an amount [REDACTED]  
[REDACTED]  
unit over the CFR threshold. CFR refers to the total number of Defective Printer Products that are require repair during the warranty period (excluding DOAs under Section 17.1.1(c), printhead failures under Section 17.1.1(b), or software or firmware related issues that are capable of being corrected through internet downloading of patches or other code) divided by the Product Sales over the same time period. The calculation of CFR shall in no event include numbers from either Section 17.1.1(b) or 17.1.1(c).

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- (b) Print Head Warranty: Kodak will provide a 15 month warranty (from the date of manufacture) to Samsung against printhead failure only. This warranty will be in the form of a free replacement printhead for each printhead that has a verified failure during the 15 month warranty period (provided that such failure was not caused by user misuse/abuse, use of third-party ink cartridges, or other reason which would exclude coverage under Samsung's product warranty to its customers).
- (c) Dead on Arrival (DOA): Kodak will credit Samsung at a fixed rate [REDACTED] of the Transfer Price of Printer Product sales for DOA failures [REDACTED] total shipment quantity). Samsung will manage all DOA directly with customers.
- (d) Samsung will provide its own warranties directly to any of its customers, its end users or other third parties.
- (e) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, KODAK HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING, AS TO ANY PRODUCT OR SERVICE, WITH RESPECT TO ANY KODAK IP RIGHTS OR KODAK TECHNOLOGY.

#### 17.1.2. Exceptions.

The foregoing Product Warranties and remedies shall not be applicable to (a) any Product that is modified or altered after delivery other than by Kodak; or (b) any Product that is misused or mishandled after title passes from Kodak; or (c) defects to the extent caused by designs, Specifications or Inventory (including Samsung Software) specified or provided by Samsung; or (d) first articles, prototypes, pre-production units, test units or other similar Products.

#### 17.1.3. Other Warranties.

##### (a) Warranty of Title

Kodak warrants that it has title, free of any liens or encumbrances, to any Product and/or Service Parts delivered to Samsung hereunder.

#### 17.2 Remedies.

Except as otherwise specifically set forth in this Agreement, in respect to any Products provided by Kodak under this Agreement and any Product Exhibit,

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Kodak's liability shall be limited to repair or replacement, upon mutual agreement of the Parties, of non-conforming Products.

## **18. INDEMNIFICATION AND LIABILITY**

### **18.1. Trademark Indemnification**

Each Party ("First Party") will defend the other Party ("Second Party") against any claim of trade name or trademark infringement by reason of use of the First Party's trade name or trademarks (or other trade name or trademark specified in any Product Exhibit) on Products, including Packaging and/or on printed material in connection therewith, in accordance with any Product Exhibit or the Branding Guideline. The First Party shall indemnify and hold the Second Party harmless against any loss, damage and cost reasonably incurred by the Second Party related to any such claim.

### **18.2. Other IP Indemnification.**

18.2.1. The term "Infringement Claim" shall mean any claim that any Product or Service Parts for any Products supplied hereunder, infringes any third party's intellectual property rights, including any patent, trade secret, copyright or right in semiconductor chips but excluding any claim subject to Section 18.1 above.

18.2.2. Except as provided in section 18.2.3, Kodak shall indemnify, defend and hold Samsung harmless against any Infringement Claim that is related to a Product and/or related Service Parts, which are provided by Kodak to Samsung.

18.2.3. Samsung shall indemnify, defend and hold Kodak harmless against any Infringement Claim when the cause of such Infringement Claim is a specific function or feature incorporated at Samsung's written request which was exclusively incorporated in Printer Products.

### **18.3. Product Liability Indemnification.**

18.3.1. The term "Product Liability Claim" shall mean any third party claim arising out of or relating to any actual or threatened injury, death or damage to any person or property caused, or alleged to be caused, by a Product or Service Parts for any Products or component thereof sold by Kodak to Samsung hereunder.

18.3.2. Kodak shall indemnify, defend and hold Samsung harmless against any Product Liability Claim relating to any such Product to the extent the injury or damage is attributable to negligence or fault of Kodak or persons under its direction or control, or to breach of its Product Warranty, except to the extent such

Product Liability Claim would not have arisen but for: (A) Kodak's design or manufacture of the Product or related Service Parts designed and manufactured by Kodak in accordance with Samsung's instructions or mandates or utilization of designs, Tooling or Inventory produced, supplied or mandated by Samsung, (B) the combination of such Product or related Service Parts designed and manufactured by Kodak with any other product not supplied by Kodak, (C) any changes made to the Product or related Service Parts by suppliers other than by Kodak.

18.3.3. Samsung shall indemnify, defend and hold Kodak harmless against any Product Liability Claim relating to any such Product to the extent the injury or damage is attributable to negligence or fault of Samsung or persons under its direction or control or pursuant to Section 18.3.2(A).

#### 18.4. General Indemnification.

Each Party will defend, hold harmless and indemnify the other Party against any Losses, including any third party claims for personal injury, death or property damage that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of the indemnifying Party, or its employees, agents or contractors.

#### 18.5. Indemnification Procedure.

18.5.1. All claims for indemnification by an indemnified party will be asserted and resolved as set forth in this Section 18. In the event any claim or demand for which an indemnifying Party would be liable to any indemnified Party hereunder is asserted against or sought to be collected from any indemnified Party by a third Party, such indemnified Party will promptly notify the indemnifying Party in writing of such claim or demand in reasonable detail.

18.5.2. The indemnifying Party will have 60 days (or such lesser period as the nature of the claim may require) from receipt of notice of the claim to notify the indemnified Party (a) whether or not the indemnifying Party disputes the liability of the indemnifying Party to the indemnified Party hereunder with respect to such claim or demand and (b) whether or not it desires to conduct the defense of the indemnified Party against such claim or demand. All costs and expenses incurred by the indemnifying Party in defending

such claim or demand will be a liability of, and will be paid by, the indemnifying Party.

- 18.5.3. Except as expressly provided herein, in the event that the indemnifying Party timely notifies the indemnified Party that the indemnifying Party does not dispute its liability with respect to such claim or demand and desires to defend the indemnified Party against such claim or demand, the indemnifying Party will have the right to defend the indemnified Party by appropriate proceedings with counsel of the indemnifying Party's choosing (which will be reasonably satisfactory to the indemnified Party), and will have the sole power to direct and control such defense, and in such case, if any indemnified Party desires to participate in any such defense it may do so at its sole cost and expense; provided, however, that such indemnified Party will be entitled to participate in any such defense with separate counsel at the expense of the indemnifying Party if so requested by the indemnifying Party to participate or if, in the opinion of counsel to the indemnified Party, a conflict or potential conflict exists between the indemnified Party and the indemnifying Party that would make such separate representation advisable; and provided, further, that the indemnifying Party will not be required to pay for more than one such counsel for all Indemnified Parties in connection with any claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such claim.
- 18.5.4. If the indemnifying Party fails so to timely notify the indemnified Party or does not conduct the defense of the indemnified Party against such claim or demand, then the indemnified Party will have the right to defend such claim or demand by appropriate proceedings with counsel of the indemnified Party's choosing, and will have the sole power to direct and control such defense, and all reasonable costs and expenses incurred by the indemnified Party in defending such claim or demand (together with the portion of any such claim or demand as to which any defense by the indemnified Party is unsuccessful) will be a liability of, and will be paid (as incurred) by, the indemnifying Party.
- 18.5.5. The indemnifying Party will not settle, compromise or offer to settle or compromise any claim or demand without the prior written consent of the indemnified Party, which consent will not be unreasonably withheld; provided, however, that no such settlement or compromise will be made on a basis (i) that would result in the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the indemnified Party or any Affiliate thereof or provide any license,

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expressed or implied, by implication, estoppel or otherwise, to any of an Indemnified Party's IP Rights, or (ii) that involves the admission by any indemnified Party of any liability or wrongdoing, or (iii) that does not include a full and unconditional release of the indemnified Party from all liability in respect of such claim or demand.

18.5.6. To the extent that the indemnifying Party directs, controls or participates in the defense or settlement of any third Party claim or demand, the indemnified Party will give the indemnifying Party and its counsel, during normal business hours, access to the relevant business records and other documents, and will permit them to consult with the employees and counsel of the indemnified Party; provided, however, the indemnified Party shall not, by reason of this Section 18.5.6, be required to provide documents or take actions which could result in the waiver of any attorney-client or other applicable privilege.

#### 18.6. Limitation of Liability.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY OF THE PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH THE OTHER PARTY. THE PARTIES' SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTY'S TECHNOLOGY, AND NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY IP RIGHTS OR OTHER PROPRIETARY RIGHTS INCLUDED IN PARTIES' TECHNOLOGY ARE VALID OR ENFORCEABLE OR THAT THE USE THEREOF AS CONTEMPLATED BY THIS AGREEMENT AND THE PRODUCT EXHIBITS HEREUNDER DOES NOT INFRINGE ON THE IP RIGHTS OF ANY OTHER PERSON..

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS OR LOST BUSINESS OPPORTUNITIES, OR FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT, OR IN CONNECTION WITH THE PERFORMANCE OF SERVICES OR THE SALE OF PRODUCTS UNDER THIS AGREEMENT OR FOR TERMINATION OF THIS AGREEMENT AS PROVIDED FOR HEREIN WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND

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EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

## **19. TERMINATION OR EXPIRATION**

### **19.1. Termination for Breach.**

This Agreement may be terminated by either Party in the event of any material breach of this Agreement by the other Party, provided that the defaulting Party is given written notice of such breach, specifying the corrective actions required and providing no less than sixty (60) days to cure such breach.

### **19.2. Termination By Either Party.**

This Agreement may be terminated during the Initial Term by either Party for any or no reason upon written notice to the other which must be given not fewer than twelve (12) months prior to the proposed termination date.

Kodak shall also have the right to terminate this Agreement on ninety (90) days notice in the event that Samsung does not place any Product orders for 2012 Printer Products within six (6) months of the Product Verification Checkpoints of all 2012 Printer Products.

### **19.3. Bankruptcy or Insolvency.**

This Agreement shall terminate immediately, without any notice or other action, if a Party shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against such Party seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or a Party shall take any corporate action to authorize any of the actions set forth above.

### **19.4. Effects of Termination or Expiration.**

Expiration or termination of this Agreement shall not affect the amounts due under this Agreement by either Party that exist as of the date of expiration or termination or as a result of such expiration or termination. In conjunction with any expiration or termination of this Agreement, other than a termination by Kodak for Samsung's breach, the Parties shall discuss in good faith the provision of Consumables by Kodak to Samsung for a

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mutually agreed upon period of time and subject to mutually acceptable terms and conditions.

19.5. Modification or Termination of a Product Exhibit.

19.5.1. Modification or Termination of a Product Exhibit by Authorized Representatives.

If the Business Representatives recommend modification or termination of an Exhibit, the Authorized Representatives shall, within a reasonable time period as they shall agree, determine whether to accept the recommendation of the Business Representatives and modify or terminate the applicable Product Exhibit.

19.5.2. Effect of Modification/ Termination of a Product Exhibit.

Except as expressly provided otherwise in Section 19, modification or termination of a Product Exhibit shall not affect the Parties' rights and obligations under this Agreement or under any other Product Exhibit.

19.6. Survival.

The obligations of the Parties under the following provisions shall survive expiration or termination of this Agreement: (a) Section 2 (Definitions) and 23 (General), until the expiration of the last to survive of any provision of this Agreement; (b) Section 4.1.6, Section 9 (Payment) and Section 19.4, until all amounts due thereunder shall have been paid in full, (c) Section 1.7 (Branding) and Section 15 (Trademarks), 17 (Warranties and Remedies), 18 (Indemnification and Liability), for so long as the Products are sold or held for sale by either Party; and (d) Section 16 (Confidentiality), 17 (Warranties), 18 (Indemnification and Liability), 21 (Dispute Resolution) until the expiration of the statute of limitations with respect to any claims by the Parties or any third Party shall have expired.

## 20. GOVERNANCE

- 20.1. Schedule 1 sets forth the names of the initial Technical Representatives, Business Representatives and Authorized Representatives for each Party.
- 20.2. Designation of Substitute Representatives. Each Party may, by giving written notice to the other Party, designate substitute or replacement representatives for the Technical Representatives, the Business Representatives and the Authorized Representatives.

## 21. DISPUTE RESOLUTION

21.1. Escalation Process.

Kodak and Samsung will cooperate in good faith to resolve any disputes arising out of or relating to this Agreement as quickly as possible through the

Representatives of each Party. If the Parties' Representatives are not able to resolve a dispute within a reasonable time from delivery of the first notice of such dispute, then the Parties will escalate the dispute to the heads of their respective business units, and if such individuals are unable to reach resolution of such dispute after such escalation, then each Party may pursue all rights and remedies available to it under this Agreement with respect to such dispute.

#### 21.2. Arbitration.

Any controversy or claim arising out of or relating to this Agreement, other than any controversy or claim with respect to Technology or IP Rights or any action seeking equitable relief as provided in Section 21.3, that is not amicably settled between the Parties pursuant to the escalation procedure set forth in Section 21.1 good faith negotiations, will be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified by this Agreement. There will be one arbitrator who will be appointed as follows: (a) the Parties will jointly designate an arbitrator within fifteen (15) days after the American Arbitration Association's notification to the Parties of the filing of the statement of demand for arbitration by either Party, or such longer period as the Parties may agree. If the Parties fail to nominate an arbitrator within such period, the American Arbitration Association will appoint an arbitrator. The Parties shall agree on the scope of discovery to be conducted, provided, however, that if the Parties fail to agree on the scope of discovery within fifteen (15) days after selection of the arbitrator, discovery will be conducted as if the U.S. Federal Rules of Civil Procedure with respect to discovery were applicable.

- (i) The arbitration will be held in New York, New York.
- (ii) The language of the arbitration will be English.
- (iii) The decision of the arbitrator will be final and may not be appealed.
- (iv) The arbitrator shall not act as *amiables compositeurs* or *ex aequo et bono*.
- (v) Judgment on the arbitral award may be entered by any court or courts of competent jurisdiction including, but not limited to, any court that has jurisdiction over either of the Parties or any of their assets.
- (vi) The arbitrator may in his/her discretion award fees and costs as part of its award.

The resolution of any dispute submitted to arbitration pursuant to Section 21.2 shall be final and binding upon the Parties and their respective Affiliates. The arbitration shall be subject to the Federal Arbitration Act, 9.U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by the court specified in Section 22.15 and in any other court having jurisdiction thereof.

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21.3. Exceptions to Arbitration.

Section 21.2 shall not apply to any controversy or claim relating to Technology or IP Rights nor shall Section 21.2 preclude either Party or any of its Affiliates from seeking interim or permanent injunctive relief, specific performance or other equitable remedies where such Party or any of its Affiliates reasonably believes that such relief is necessary to prevent irreparable harm. Any such action or proceeding shall be brought as provided in Section 22.15.

**22. GENERAL**

22.1. Notices.

All notices, consents, demands, requests, approvals, and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered personally, (b) the second day following the day on which the same has been delivered prepaid to a national overnight air courier service, or (c) three Business Days following deposit in the mail, registered or certified postage prepaid in each case. Notices and other communications with respect to operational matters not involving any dispute may be sent by email, read receipt requested, and shall be deemed given upon electronic notice that the email was read. All notices, consents, demands, requests, approvals, and other communications shall be addressed as follows or to such other address as a notice person may direct by notice to all other notice persons.

Notice to Kodak:

Eastman Kodak Company  
Kodak Inkjet  
Singapore Office  
Attention: LEE Ki Bong  
Telephone: (82) 65-6511-4261

with a copy to:

Eastman Kodak Company  
343 State Street  
Rochester New York 14650  
Attention: General Counsel  
Telephone: (585) 724-3046

Notice to Samsung:

Samsung Electronics Co., Ltd.  
416, Maetan-3dong, Yeongtong-gu,  
Suwon-City, Gyeonggi-Do

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Korea, 443-742  
Attention: Doo Sik Joo  
Telephone (82) 31-200-5547

with a copy to:

Samsung Electronics Co., Ltd.  
International Legal Team  
Samsung Electronics Bldg.,  
1320-10, Seocho2-dong, Seocho-gu,  
Seoul 137-965, Korea (C.P.O. Box 170)  
Attention: Legal Counsel for Printer Division  
Telephone: (82) 31-277-6288

#### 22.2. Authority.

Each Party represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and any Product Exhibit and to perform and carry out its obligations under this Agreement and any Product Exhibit, (ii) the person executing this Agreement and any Product Exhibit on its behalf has express authority to do so and to bind the Party, (iii) the performance of its obligations under this Agreement and any Product Exhibit will not conflict with any obligations or duties that it may have to others, and (iv) the execution, delivery, and performance of this Agreement and any Product Exhibit does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the Party, and has been duly authorized by all necessary corporate or other action, and this Agreement and any Product Exhibit is a valid and binding obligation of that Party.

#### 22.3. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and will become effective when one or more counterparts have been signed by each Party hereto and delivered to the other Party. Facsimile signatures will be deemed originals for purposes of the execution of this Agreement.

#### 22.4. Force Majeure.

22.4.1. Except for the obligation to make payments described in this Agreement, neither Party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent (i) such default 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, revolutions or any governmental action or failure to act; strikes, lockouts, or labor difficulties; or any other similar cause beyond the reasonable control of each Party; and (ii) such default or

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delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the nonperforming Party through the use of alternate sources, work-around plans or other means (each such circumstance a "Force Majeure Event").

22.4.2. Any Party so delayed in its performance will immediately notify the other by telephone or facsimile (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

22.4.3. In such event, the nonperforming Party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

22.4.4. If any of the above-enumerated circumstances substantially prevents, hinders, or delays performance of the Agreement for more than thirty (30) days, then the non-affected Party may refer the matter for dispute resolution pursuant to Section 21.

#### 22.5. Export Control.

22.5.1. Kodak will certify to, and mark Products and packaging with, the country of origin for each Product so as to satisfy the requirements of customs authorities of the country of receipt and any other applicable laws.

22.5.2. Samsung and Kodak acknowledge that Products licensed or sold under this Agreement are subject to the export control laws and regulations of the United States and/or those of other countries from which they were supplied and in which they are used and agree to abide by those laws and regulations.

#### 22.6. Public Disclosure; Use of Other Party's Name.

22.6.1. Except as may be required to comply with the requirements of any applicable law (including common law), statute, ordinance, rule, regulation, code, order, judgment, injunction, decree or judicial or administrative doctrine that is promulgated or issued by any governmental entity, including the rules and regulations of the US Securities and Exchange Commission or any stock exchange upon which the securities of the Parties is listed, no Party shall issue or permit the issuance of any press release or similar public announcement or communication, or any disclosure to customers or suppliers, concerning the execution,

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performance or termination of this Agreement or the transactions contemplated hereby unless specifically approved in advance by Kodak and Samsung.

22.6.2. Except as expressly permitted under this Agreement or required to perform their obligations hereunder, neither Party may make any reference to the other Party, its trademarks or trade names in advertising, public announcements, or promotional materials without express written permission from the other Party.

22.7. Severability.

If one or more of the provisions of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable: (i) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected by such invalidity or unenforceability, nor will such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

22.8. Right to Continue Work with Third Parties.

Subject to the terms of this Agreement, each Party shall be free to engage in other work, alone or with others, and to furnish information to and receive information from others regarding the technical area to which this Agreement relates. This provision is in addition to, and not in limitation of, Section 1.2 above.

22.9. Non-Waiver Of Default.

Any failure of either Party at any time, or from time to time, to require or enforce the strict keeping and performance by the other Party of any of the terms and conditions of this Agreement shall not constitute a waiver of a breach of any such terms or conditions in the future and shall not affect or impair such terms or conditions in any way, or the right of either Party at any time to avail itself of such remedies as it may have for any such breach of any term or condition. No waiver of any right or remedy hereunder shall be effective unless expressly stated in writing by the waiving Party.

22.10. Independent Contractor.

Each Party shall act as an independent contractor and nothing herein shall be construed to make any Party (or any of its employees, officers, directors or representatives) the agent, employee or servant of the other Party.

22.11. Assignment.

Neither Party may assign or otherwise transfer this Agreement whether by merger, operation of law or otherwise, without the prior written consent of the other Party. Any change of control in fact of a Party shall be deemed to constitute an assignment for the purposes of this Section. Any attempted assignment in contravention of the above shall be null and void.

22.12. Conflicts in Documentation.

In case of any conflicts on the same subject between this Agreement and any prior agreements, orders, acceptances, correspondence and other documents forming part of any order for Product placed by or for Samsung and accepted by Kodak during the term of this Agreement, this Agreement shall govern and prevail, and the conflicting terms and conditions of any such documents shall be deemed deleted and shall not be binding upon either Party insofar as they relate to this Agreement. In the event of a conflict, the following order of precedence shall govern: (i) amendments to this Agreement, (ii) this Agreement, (iii) amendments to an Exhibit, and (iv) an Exhibit, provided, however, if an Exhibit expressly provides that a term or terms of such Exhibit amend a specific term or terms of this Agreement, such Exhibit shall govern with respect to those terms..

22.13. Compliance with Laws.

Each Party shall comply with all applicable laws, rules, regulations and other governmental or regulatory requirements including, but not limited to, labor laws, standards, codes, ordinances, directives or regulations applicable to Kodak's manufacture or Samsung's distribution of Product.

22.14. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to conflict of laws principles thereunder other than Sections 5-1401 and 5-1402 of the New York General Obligations Law.

22.15. Jurisdiction; Waiver of Jury Trial.

22.15.1. Each Party agrees that it will bring any action or proceeding exclusively in the U.S. District Court for the Southern District of New York in New York, New York (the "Chosen Court") and (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court, (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court, (c) waives any objection that the Chosen Court is an inconvenient forum or does not have jurisdiction over any Party, and (d) agrees that service of process in person or by certified or registered U.S. mail to its address set forth in Section 22.1 will

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constitute valid *in personam* service upon such Party and its successors and assigns in any action or proceeding with respect to any matter as to which it has submitted to jurisdiction hereunder. EACH PARTY HEREBY ACKNOWLEDGES THAT THIS IS A COMMERCIAL TRANSACTION, THAT THE FOREGOING PROVISIONS FOR CONSENT TO JURISDICTION AND SERVICE OF PROCESS HAVE BEEN READ, UNDERSTOOD AND VOLUNTARILY AGREED TO BY SUCH PARTY AND THAT BY AGREEING TO SUCH PROVISIONS SUCH PARTY IS WAIVING IMPORTANT LEGAL RIGHTS.

22.15.2. EACH OF KODAK AND SAMSUNG HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF KODAK OR SAMSUNG IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, INCLUDING THE REPUDIATION OF THIS AGREEMENT, PROVIDED, HOWEVER, THAT THIS WAIVER SHALL NOT APPLY TO ANY MATTER WHERE THE ESSENCE OF THE CLAIM IS INTELLECTUAL PROPERTY, EXCEPT WHERE PUNITIVE OR EXEMPLARY DAMAGES ARE SOUGHT, IN WHICH CASE THE JURY TRIAL WAIVER SHALL BE EFFECTIVE WITHOUT EXCEPTION. FOR THE PURPOSES OF THE PRIOR SENTENCE, A CLAIM FOR STATUTORY DAMAGES FOR WILLFUL INFRINGEMENT OF A PATENT WILL NOT BE CONSIDERED A CLAIM FOR PUNITIVE DAMAGES OR EXEMPLARY DAMAGES.

22.16. Entire Agreement; Amendment.

This Agreement, including all Appendices annexed hereto and, with respect to any Products, the applicable Product Exhibits, constitutes the entire agreement and understanding between Kodak and Samsung relative to the subject matter hereof and supersedes any previous agreements or understandings whether oral or written. This Agreement may not be amended, except in writing, and signed by authorized representatives of both Parties.

[Signature Page Follows.]

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IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be duly executed on its behalf by its officer thereunto duly authorized, as of the day and year first above written.

**EASTMAN KODAK COMPANY**

**SAMSUNG ELECTRONICS CO. LTD.,**

By: [Signature]

By: [Signature]

Title: GM. Consumer Inkjet, V.P. Kodak

Title: EVP. GM, ITSolutions Business

Date: Sept 15, 2011

Date: Sept. 16, 2011

Schedule 1

Representatives of the Parties

**TO UPDATE**

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	Samsung	Kodak
Authorized Representative	EOM Sang Jae	LEE Ki Bong
Authorized Representative – Alternate	John Sohn	PANG Boon Tien
Business Representative	Dirk Kim	WONG Yek Meng
Business Representative – Alternate	SUNG Young Jin	SONG Yiong Mei
Technical Representative	JOO Doo Sik	KUEK Wee Han
Technical Representative – Alternate	YOUN Karp Sik	WONG Pui Shing

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APPENDIX A

Sample Product Exhibit

This Attachment \_\_\_ to Appendix A to the Master Business Agreement between Samsung Electronics Co., Ltd. (“Samsung”) and Eastman Kodak Company (“Kodak”), effective XX/XX/2011, sets forth the description, specifications, deliverables and conditions for the providing of Printer Products and Consumables for the following product models:

- 1. Product Names:**
- 2. Description of Products**
- 3. Product Specifications**
- 4. Product Quality Specification**
- 5. Deliverables**
- 6. Geography**
- 7. Development Timing and Milestones**
- 8. NRE (Non-Recurring Expenses) Payment and Payment Schedule**
- 9. Tooling Capacity Installed (see Section 6.1.1)**

Appendix B

BRANDING GUIDELINES

**TO UPDATE**

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## Appendix C

### Transfer Pricing

Transfer Prices for Printer Products, including the per unit Printer Product Hardware Cost Subsidy will be agreed to by the Parties and set forth in an attachment to this Appendix C, together with the agreed upon Transfer Price for related Consumables.

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Appendix D

CORRECTIVE ACTION PROCEDURES

- a) In the event of an Epidemic Failure, a Safety Defect or other governmental actions requiring action by Samsung, Samsung may require a commercially reasonable corrective action (a "Corrective Action") up to and including issuing a product recall of all or part of the defective Products. A "Safety Defect" will be deemed to occur if either Party becomes aware of a Product's posing an unreasonable risk of harm to persons or property during normal use.
- b) If either Party becomes aware of any facts or circumstances that may give rise to an Epidemic Failure or a Safety Defect that may require a Corrective Action, or if any governmental agency of competent jurisdiction gives Samsung an order to perform a Corrective Action, such Party shall immediately give notice thereof to the other Party, together with all information relevant to its determination that a Corrective Action may be advisable. Samsung and Kodak will promptly investigate and work to determine the causes for the Epidemic Failure, Safety Defects or government order, as applicable, and whether other Products supplied to Samsung by Kodak are similarly affected.
- c) Either Party may request that the Parties jointly implement a Corrective Action program. Samsung will manage all communications in respect of any Corrective Action, including communications with its customers; provided, that Kodak and Samsung will collaborate on, and Kodak may participate in, any communications with any governmental or regulatory agencies.
- d) Subject to the limitations set forth in (e) and (f) below and Section 18.6 of the Agreement, Kodak shall reimburse Samsung for all actual and reasonable expenses incurred by Samsung in connection with Corrective Action taken, including, without limitation, costs associated with Product repair or replacement, field costs, customer expenses, problem diagnosis and other costs incurred as a result of an Epidemic Failure.
- e) [REDACTED]
- f) Notwithstanding anything herein, Kodak shall not be responsible for Corrective Actions to the extent caused by (a) Third Party Products; (b) Product that has been abused, damaged, altered or misused by any person or entity after title passes to Samsung; (c) first articles, prototypes, pre-production units, test units or other similar Products; (d) defects resulting from Tooling or designs produced, supplied, or mandated by Samsung; or (e) the compliance of materials or Products with any Environmental Regulations. To the extent that Corrective Action Costs are not the responsibility of Kodak as provided herein, Samsung will reimburse Kodak for all Corrective Action Costs incurred by Kodak in connection with the Corrective Action.

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Appendix E

SERVICE and SUPPORT

**A. KODAK OBLIGATIONS FOR SERVICE AND SUPPORT**

- a. Kodak will provide to Samsung existing training materials and documentation that would be contemplated to be used by Samsung for its end customer service and support team. These materials and documentation will be substantially the same as comparable materials Kodak develops and uses for its own service and support team of its own branded products. Kodak will not alter the materials or documentation to Samsung branding or for Samsung purposes. Kodak will at its discretion not provide any materials that it deems proprietary.

Service Documentation

Service Documentation includes:

- Service manual
- Illustrated parts List
- Troubleshooting procedures for repair
- Trainer led Training Program

Kodak will provide service documentation in either Word or RTF format. Kodak illustrations that included Kodak Branded Product will be deleted and will need to be replaced by Samsung.

All service documentation can be delivered in either \*.doc, \*.rtf, or \*.pdf file formats.

Support Page (Web) and Agent Knowledgebase content

Files will be provided in either XML or HTML format.

Troubleshooting flows will need to be created by Samsung in their systems from flows currently listed on the Kodak site (Kodak flows linked by system)

- b. Kodak will provide to Samsung a one day in person training session for each Printer Product at Kodak's Rochester, NY or Singapore facility. Timing will be at a mutually agreeable date. Should Samsung request additional training beyond

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the one day specified above, Kodak may at its discretion agree to provide said services outside this Agreement. Costs and time requirements are to be agreed by the Business Representatives.

- c. Kodak is not required to provide any training on printhead or ink tank cartridge that Kodak deems proprietary or otherwise protected as specified elsewhere in this Agreement.

## **B. SPARE PARTS**

- a. Kodak agrees to make spare and service parts available to Samsung providing Samsung requests for same are commercially reasonable and customary for consumer ink jet printers industry. The price of the service parts shall not exceed [REDACTED] price as of the purchase date.

Kodak will provide Samsung an illustrated part list for the printer components 120 days prior to product launch.

Samsung to provide Kodak an initial part forecast 90 days prior to customer availability.

Kodak will deliver service parts consistent with shipping terms for the product

Service part order frequency will be monthly and submitted by the first business day of each month

Minimum order quantities will be mutually agreed to by the parties in the Product Addendum

Printheads

Printheads will be issued to Samsung monthly based on demonstrated field failures

Kodak will provide initial quantity of **TBD** PHs to launch the program

Part Packaging

If mutually agreed upon by the parties, Kodak branding may be present on packaging for certain parts. However, if covered by relevant intellectual property requirements, the parts packaging will include Kodak branding.

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Kodak requires any Samsung unique packaging requirements 150 days prior to customer availability

- b. ATO (All Time Order)
- c. See Section 7.2.3 Spare parts pricing will be agreed to separately by the Business Representatives.

Suggested incoterm for service part DDU Netherlands.

## Appendix F

### CHANGE PROCEDURES

From time to time, either Party may propose changes to a Product Exhibit, including Specifications or Deliverables in accordance with the following procedure. This procedure will not apply to any change which does not affect Product form, fit or function, which changes Kodak may affect unilaterally.

(a) The Party requesting the change shall provide notice of the requested change to the technical representatives (an "Engineering Change Request").

(b) The technical representatives shall consider the desirability, feasibility and cost of the changes requested in the Engineering Change Request. The technical representatives shall, within ten (10) Business Days after receipt of the Engineering Change Request, determine whether to propose a change to the Product Exhibit to the business representative(s) and, if so, the specific terms of such change.

(c) The technical representative(s) submit any request for such a proposed change to the business representative(s). Such submission shall describe the proposed changes and the rationale for it.

(d) The business representative(s) shall review the proposed changes, assess the impact that the proposed change may have on the Transfer Price specified in the Exhibit, the timing of the Product, and any effect the proposed change may have on resource allocation and development of other Platforms or Products. If the business representative(s) agree, they shall submit a proposed amendment to the applicable Exhibit to each authorized representative. Such amendment shall be effective to amend the applicable Product Exhibit if approved and executed by each authorized reps.

(e) Upon completion of the amendment, the Kodak technical representative shall issue an Engineering Change Order (EC) describing the agreed-to change for final implementation to the product (platform) design drawings, BoM, manufacturing process and related documentation.

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**EXHIBIT C**

**Termination Notice**



VIA DHL

September 28, 2012

Samsung Electronics Co., Ltd.  
416, Maetan-3dong, Yeongtong-gu  
Suwon-City, Gyeonggi-Do  
443-742, Korea  
Attention: Nam Sung Woo and Doo Sik Joo

Samsung Electronics Co., Ltd.  
International Legal Team  
Samsung Electronics Building  
1320-10, Seocho2-dong, Seocho-gu  
Seoul 137-965, Korea (C.P.O. Box 170)  
Attention: Legal Counsel for Printer Division

*Re: Termination of Master Consumer Inkjet Printer Business Agreement by and between Eastman Kodak Company ("Kodak") and Samsung Electronics Co., Ltd. ("Samsung") dated September 16, 2011 (the "Agreement")*

Dear Mr. Nam and Mr. Joo:

This letter serves as notice to Samsung that Kodak is exercising its right to terminate the above-referenced Agreement pursuant to Section 19.2 thereof. The Agreement provides that such termination is effective twelve months from the date notice is deemed given per Section 22.1 of the Agreement -- September 30, 2013.

Pursuant to Section 4.1.6 of the Agreement, Kodak is seeking payment of the difference between \$45 million and the total amounts paid by Samsung for NRE Payments and Hardware Cost Subsidy, as such terms are defined in the Agreement. Kodak's calculations indicate that the current balance is \$38.152 million.

In the coming weeks, the parties should cooperate to complete all outstanding obligations and exit activities contemplated by the Agreement. In addition, pursuant to Section 19.4 of the Agreement, the parties should discuss the provision by Kodak to Samsung of ink consumables in conjunction with the Agreement termination. The Kodak team is prepared to work with the Samsung team in this regard. Please understand that Kodak's bankruptcy proceeding provides it with special rights with respect to the assumption, assignment and rejection of contracts and the avoidance of certain transfers and liabilities. We reserve all of our rights relating to the Agreement, which we have not made a decision to assume or reject at this time.

Sincerely,

Patrick M. Sheller

8/10

Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
David R. Zylberberg  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
Facsimile: (212) 558-3588

Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	)	Chapter 11
EASTMAN KODAK COMPANY, <i>et al.</i> , <sup>1</sup>	)	Case No. 12-10202 (ALG)
Debtors.	)	(Jointly Administered)

**NOTICE OF HEARING ON DEBTORS' MOTION FOR AN  
ORDER PURSUANT TO SECTION 363 OF THE BANKRUPTCY  
CODE AND BANKRUPTCY RULE 9019 APPROVING THE SETTLEMENT  
AGREEMENT BETWEEN KODAK AND SAMSUNG ELECTRONICS CO., LTD.**

**PLEASE TAKE NOTICE** that on the date hereof, Eastman Kodak Company, *et al.* (collectively, the “**Debtors**”), filed the Debtors’ Motion for an Order Pursuant to Section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 Approving the Settlement Agreement Between Kodak and Samsung Electronics Co., Ltd. (the “**Motion**”).<sup>2</sup> The undersigned counsel will present the Motion to the Honorable Allan L. Gropper, Bankruptcy Judge of the United

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Eastman Kodak Company (7150); Creo Manufacturing America LLC (4412); Eastman Kodak International Capital Company, Inc. (2341); Far East Development Ltd. (2300); FPC Inc. (9183); Kodak (Near East), Inc. (7936); Kodak Americas, Ltd. (6256); Kodak Aviation Leasing LLC (5224); Kodak Imaging Network, Inc. (4107); Kodak Philippines, Ltd. (7862); Kodak Portuguesa Limited (9171); Kodak Realty, Inc. (2045); Laser-Pacific Media Corporation (4617); NPEC Inc. (5677); Pakon, Inc. (3462); and Qualex Inc. (6019). The location of the Debtors’ corporate headquarters is: 343 State Street, Rochester, NY 14650.

<sup>2</sup> All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.

States Bankruptcy Court for the Southern District of New York (the “**Court**”), One Bowling Green, New York, New York 10004, at a hearing to be held on **December 19, 2012 at 11:00 a.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE** that any responses or objections, if any, to the relief requested in the Motion must be filed electronically with the Court on the docket of *In re Eastman Kodak Company*, Case No. 12-10202 (ALG), pursuant to the Court’s General Order M-399 (available at <http://www.nysb.uscourts.gov/orders/m399.pdf>), by registered users of the Court’s case filing system and by all other parties in interest on a 3.5 inch disc, preferably in portable document format, Microsoft Word or any other Windows-based word processing format and served by U.S. mail, overnight delivery, hand delivery or, with the exception of the Court and the United States Trustee, facsimile upon each of the following: (a) the Chambers of the Honorable Allan L. Gropper, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (b) the Debtors and their counsel; (c) Milbank, Tweed, Hadley & McCloy LLP, counsel to the Official Committee of Unsecured Creditors; (d) Davis Polk & Wardwell LLP, counsel to Citicorp North America, Inc., as agent for the Debtors’ postpetition secured lenders; (e) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee of Second Lien Noteholders; (f) Arent Fox LLP, counsel to the Official Committee of Retired Employees; and (g) O’Melveny & Myers LLP, counsel to Samsung Electronics Co., Ltd., so as to be actually received no later than **December 17, 2012 at 4:00 p.m. (ET)**.

**PLEASE TAKE FURTHER NOTICE** that only those objections that are timely filed, served and received will be considered at the Hearing. Failure to file a timely objection may result in entry of a final order granting the Motion as requested by the Debtors without

further notice. The parties are required to attend the Hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

**PLEASE TAKE FURTHER NOTICE** that copies of the motion may be obtained from the Court's website at <http://ecf.nysb.uscourts.gov/> or, free of charge, the website of the Debtors' claims and noticing agent at <http://www.kccllc.net/kodak>.

Dated: December 10, 2012  
New York, New York

/s/ Andrew G. Dietderich  
\_\_\_\_\_  
Andrew G. Dietderich  
Michael H. Torkin  
Alexa J. Kranzley  
David R. Zylberberg  
SULLIVAN & CROMWELL LLP  
125 Broad Street  
New York, New York 10004  
Telephone: (212) 558-4000  
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- and -

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Counsel to the Debtors and  
Debtors in Possession