

AMENDED AND RESTATED SERVICES AGREEMENT

This Amended and Restated Services Agreement (“Agreement”) having an effective date of May 1, 2013 (the “Effective Date”) is entered into by and between:

EASTMAN KODAK COMPANY, a New Jersey corporation having offices at 343 State Street, Rochester, New York 14650 (“KODAK”);

and

CARESTREAM HEALTH, INC., a Delaware corporation having offices at 150 Verona Street, Rochester, NY 14608 (“CARESTREAM”)

RECITALS

WHEREAS, CARESTREAM and KODAK have previously entered into a Services Agreement having an effective date of April 30, 2007 (the “2007 Agreement”) which was replaced by a Restated Services Agreement having an effective date of May 1, 2010 (the “2010 Agreement”);

WHEREAS, on April 30, 2007 KODAK transferred to CARESTREAM title to certain land, including improvements thereon, in Weld County, Colorado, described as “2007 Carestream Property” on Exhibit 1 to this Agreement and defined herein as the “2007 CARESTREAM Property”;

WHEREAS, on April 30, 2010 KODAK transferred to CARESTREAM title to certain additional land, including improvements thereon, located in Weld County, Colorado, described as “2010 Carestream Property” on Exhibit 1 to this Agreement and defined herein as the “2010 CARESTREAM Property”;

WHEREAS, KODAK remains the owner of the land described as “Kodak Property” on Exhibit 1, and the improvements located thereon (referred to herein as the “KODAK Property”);

WHEREAS, subject to the terms and conditions of the 2010 Agreement, KODAK is currently providing certain “Services,” as defined therein, to CARESTREAM at the 2007 CARESTREAM Property and at the 2010 CARESTREAM Property (collectively referred to herein as the “Combined CARESTREAM Property”) and CARESTREAM is currently providing certain Services to KODAK at the KODAK Property;

WHEREAS, CARESTREAM and KODAK own certain infrastructure, property and systems that are used to provide Services to both the Combined CARESTREAM Property and the KODAK Property, including, without limitations, the infrastructure, property and systems depicted in Exhibit 2;

WHEREAS, it is the desire of CARESTREAM to continue to receive certain Services from KODAK at the Combined CARESTREAM Property after the Effective Date and during the term of this Agreement, and it is the desire of KODAK to receive certain Services from CARESTREAM after the Effective Date and during the term of this Agreement; and

WHEREAS, the Parties desire to amend and restate the 2010 Agreement to set forth the terms and conditions that will apply to KODAK's provision of and CARESTREAM's receipt of the Services and CARESTREAM's provision of and KODAK's receipt of the Services.

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

ARTICLE I – DEFINITIONS

1.1 “Billing Month” means the period commencing on the day the Meters are read in one calendar month and terminating on the day the Meters are read in the following calendar month. Meter readings are determined by the Providing Party and are anticipated to occur on or around the last business day of each calendar month.

1.2 “2007 CARESTREAM Property” means the real property described as “2007 Carestream Property” on Exhibit 1 attached to this Agreement and incorporated herein, as well as the improvements thereon.

1.3 “2010 CARESTREAM Property” means the real property described as “2010 Carestream Property” on Exhibit 1 attached to this Agreement and incorporated herein, as well as the improvements thereon.

1.4 “Combined CARESTREAM Property” means the 2007 CARESTREAM Property combined with the 2010 CARESTREAM Property, as well as the improvements thereon.

1.5 “Infrastructure Assets” means the infrastructure, systems, and other property necessary to supply a Receiving Party with Service(s), including without limitation the infrastructure, systems and other property described in Exhibit 3.

1.6 “KODAK Property” means the real property described as “Kodak Property” on Exhibit 1 attached to this Agreement and incorporated herein, as well as the improvements thereon.

1.7 “Meter” means the device, and associated totalizing equipment and appurtenances, that is used to measure the Receiving Party's consumption of one or more of the Services.

1.8 “Metering Point” means the point (as described on Schedule B hereto) at which the Party providing services under the terms of this Agreement measures the Service(s) provided by it to the Party receiving such Service(s), each as more particularly described in Schedules A through Q (as applicable) of this Agreement.

1.9 “Ownership Point” means those points described in Schedule C attached hereto which depict which Party owns which infrastructure. For purposes of this Agreement, such Ownership Points shall also be the points at which title to any commodity shall transfer from the Providing Party to the Receiving Party. Drawings that depict which Party owns which infrastructure are attached and that such drawings will become part of Schedule C to the Agreement.

1.10 “Party” means CARESTREAM or KODAK. “Parties” means CARESTREAM and KODAK.

1.11 “Providing Party” means the Party that is providing one or more of the Services identified in this Agreement to the Receiving Party. For purposes of this Agreement, KODAK shall be the Providing Party (and CARESTREAM shall be the Receiving Party) relative to the following Services: Domestic/Service Water, Fire Protection Water, Irrigation Pumping Services, Chilled Water (Building C-20 only), Compressed Air (Building C-20 only), Chilled Water Return and Sanitary Sewer. Likewise, CARESTREAM shall be the Providing Party (and KODAK shall be the Receiving Party) relative to the following Services: Low Pressure Steam, High Pressure Steam (Building C-30 only), Nitrogen (Building C-29 only), Demineralized Water (Buildings C-29 and C-30 only), Wastewater Treatment/Industrial Sewer, Condensate Return, Irrigation Raw Water and Irrigation Electric.

1.12 “Providing Party Property” means the Combined CARESTREAM Property or the KODAK Property, as applicable in context.

1.13 “Receiving Party” means the Party to which one or more of the Services identified in this Agreement are provided by the Providing Party.

1.14 “Receiving Party Property” means the Combined CARESTREAM Property or the KODAK Property, as applicable in context.

1.15 “Services” means those services described in Schedules A through Q and Article II hereof and consisting of Domestic/Service Water, Fire Protection Water, Irrigation Pumping Services, Irrigation Raw Water and Irrigation Electric, Chilled Water (Building C-20 only), Compressed Air (Building C-20 only), Chilled Water Return, Sanitary Sewer, Low Pressure Steam, High Pressure Steam (Building C-30 only), Nitrogen (Building C-29 only), Demineralized Water (Building C-29 and Building C-30 only), Wastewater Treatment/Industrial Sewer and Condensate Return.

1.16 “Service Location(s)” means the individual building locations identified in Schedule C hereto.

1.17 “Term” means the period of time during which this Agreement shall remain in effect as described in Section 8.1 hereof, subject to the rights of the Parties to terminate this Agreement set forth in Article VIII and elsewhere herein.

ARTICLE II – SERVICES TO BE PROVIDED

2.1 Services: Subject to the terms of this Agreement and its attachments, KODAK agrees to provide, and CARESTREAM agrees to purchase, from and after the Effective Date, the Services described in Schedules E through K attached to this Agreement and made a part hereof at the applicable Service Location(s) during the Term hereof. Further, CARESTREAM agrees to provide, and KODAK agrees to purchase, from and after the Effective Date, the Services described in Schedules M through Q attached to this Agreement and made a part hereof at the applicable Service Location(s) during the Term hereof. The Parties acknowledge that KODAK shall have no obligation to provide natural gas service to CARESTREAM.

2.2 Services Specifications: The specifications for the Providing Party's performance of its obligation to provide the Services hereunder are as set forth in Schedules A through Q. The Parties agree to deal with one another in a commercially reasonable fashion and in good faith as to all facets of providing Services to one another. Except as otherwise expressly provided for in this Agreement, the Providing Party makes NO REPRESENTATIONS OR WARRANTIES WHATSOEVER regarding the Services provided or the continuation of one or more of the Services that are the subject of this Agreement.

2.3 Ownership Points: The Providing Party shall be responsible for providing the Services to the Receiving Party at the Ownership Point(s) specified on Schedule C for the applicable Service. Title to and control of High Pressure Steam (Building C-30 only), Low Pressure Steam, Domestic/Service Water, Fire Protection Water, Demineralized Water (Building C-29 and Building C-30 only), Irrigation Pumping Services, Irrigation Raw Water and Irrigation Electric, Chilled Water (Building C-20 only), Compressed Air (Building C-20 only), and Nitrogen (Building C-29 only) will transfer from the Providing Party to the Receiving Party at the Ownership Points; provided, however, that CARESTREAM's title to and control over Chilled Water after delivery by KODAK is subject to and limited by the obligations of CARESTREAM to return the Chilled Water from the CARESTREAM Building C-20 Service Location as more particularly described in Schedule J.

2.4.1 Delivery Infrastructure: The Providing Party shall at all times during the Term of this Agreement maintain in good working order and repair all elements of the delivery infrastructure owned by the Providing Party and used to provide Service(s) under this Agreement to the Receiving Party.

2.4.2 Notification Regarding Repair Work: Whenever the Receiving Party, finds it necessary to maintain, modify repair or replace any equipment or device owned by it on its side of the Ownership Point, and where work on such equipment or device may impact the Providing Party's ability to provide any Service to itself or to the Receiving Party or to maintain the integrity of the delivery infrastructure used by the Providing Party to provide Services to itself or the Receiving Party hereunder, the Receiving Party shall, at least two (2) business days prior to commencing any such work, in a non-emergency situation provide telephonic notice to the Providing Party in order that the Providing Party may take such steps as are necessary in order to protect its delivery infrastructure from any adverse effects of work performed by the Receiving Party. If an emergency situation exists, as reasonably determined by the Receiving Party undertaking such work, then such two-day advance notice provision shall not apply, provided that such Receiving Party shall nevertheless use reasonable efforts to notify the Providing Party of such emergency condition as soon as possible.

2.4.3 Right of Access to Property: Each of the Parties hereby grants to the other during the Term for each Service described in this Agreement a right of access, subject to the limitations below, across, under and upon their respective Property as each may reasonably require in order to carry out its rights and obligations under this Agreement to install, operate, maintain, repair and replace all such facilities and equipment necessary in order to provide the specified Services. Without limiting the foregoing, the Parties' rights of access to the Property of the other shall include 24 hour per day access to the Metering Points. Such rights of access shall likewise include access via existing manholes to any high-voltage electric duct banks, telephony, water

and sewer pipes located at or beneath each Party's Property. In addition, in any circumstance determined by the Providing Party to constitute an emergency, and upon such notice as is practicable under the circumstances, the Providing Party shall have the right to enter the Receiving Party's Property for the purpose of inspecting the relevant delivery infrastructure, conducting emergency repairs or attending to other exigent circumstances arising from the provision of Services hereunder. Furthermore, in order to assure the safety and reliability of the delivery of Services to the Receiving Party's Property, the Providing Party shall have the right from time to time to restrict the Receiving Party's and any third party's access to portions of the Receiving Party's Property in which the Meters are located, provided that no such restrictions shall unreasonably interfere with the Receiving Party's use of its Property or the operation of its business. The access rights granted to the Parties under this section will remain in effect during the Term of the related Service(s) and may not be revoked or terminated, nor shall either Party take any action that would impede, restrict, diminish or otherwise interfere with any of the rights granted each Party in this Section 2.4.3. Additionally, except in emergency situations, the Parties agree to take reasonable steps to provide advance notification prior to entering the Property of the other, and will otherwise comply with such reasonable security procedures as may be established by each.

2.5 Service Curtailment and Interruption: The Parties each acknowledge and agree that any one or more of the Services they may receive pursuant to the terms of this Agreement may be curtailed or interrupted by the Providing Party at any time by reason of accident or of modifications, replacements, repairs, alterations or improvements necessary for the Providing Party to perform its obligations under this Agreement, or as necessary to ensure the safety, reliability and integrity of the delivery infrastructures that are controlled, maintained, owned or operated by the Providing Party, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of the Providing Party. In particular, the Parties each acknowledge that an interruption in Service may be required annually to allow the Providing Party to conduct routine system maintenance which is necessary to ensure the continued safety, reliability and integrity of the Providing Party's delivery infrastructures. The Providing Party shall use reasonable efforts to cause any interruptions or curtailments of Services to occur outside normal business hours (i.e. 8 am to 5 pm, local time), and, except in cases of emergency, upon not less than five (5) days prior written notice from the Providing Party to the Receiving Party of such interruption or curtailment. The Providing Party will provide the Receiving Party at least thirty (30) days' notice of planned major interruptions or curtailments resulting from planned major repairs, replacements, maintenance or other major planned events. However, no interruption or curtailment of service shall render the Providing Party liable to the Receiving Party for damages, direct or consequential, nor shall any such interruption relieve the Receiving Party from performance of its obligations under this Agreement, except as otherwise provided in Section 10.1 hereof.

2.6 Restoration of Service: Where any curtailment or interruption of Service occurs, the Providing Party will take commercially reasonable steps to restore the curtailed or interrupted Services at the Service Location(s) as quickly as possible in accordance with the standards set forth in Section 2.2 and accompanying Schedules A through Q, provided that the Receiving Party acknowledges that the Providing Party shall be entitled to conduct such restoration efforts in the manner designed to minimize economic harm to both the Providing Party and the Receiving Party; and further provided, that in no case shall the Providing Party's obligations

under this Section 2.6 be construed as requiring the Providing Party to restore any one or more of any affected Services when such restoration may or would, in the Providing Party's reasonable judgment, result in: curtailment or interruption of any Service of any kind elsewhere within the Combined CARESTREAM Property or KODAK Property, or physical danger, harm, or damage to any person or property, including without limitation any property that is necessary to ensure the safety, reliability or integrity of the Providing Party's delivery infrastructure. In the event of an unplanned Service curtailment or interruption, the Providing Party shall endeavor to provide a status update on the Providing Party's efforts to restore any curtailed or interrupted Services to the Receiving Party's Property within one hour of the curtailment or interruption, and shall make such periodic reports thereafter as are appropriate under the circumstances.

2.7 Supplemental Service: With respect to any Service supplied pursuant to this Agreement, in the event that a Receiving Party determines that it desires to obtain a Service from another source, such Receiving Party shall have the right to obtain such Service required by it from a source other than the Providing Party. If the Receiving Party contracts with another source of supply for the provision of such Service, the Receiving Party making such election shall have the right to terminate this Agreement with respect to such Service only and obtain such Service from such other source. Exercise by the Receiving Party of its right to terminate delivery of a Service from the Providing Party as provided herein shall not limit the Receiving Party's right to terminate delivery of any other Service. In such event, the Receiving Party shall provide at least ninety (90) days' notice of such termination to the Providing Party. Upon termination, each Party shall perform its applicable obligations as set forth in Sections 8.3 and 8.4.

2.8 Termination of Prior Services Agreement: This Agreement terminates and supersedes that certain Restated Services Agreement having an effective date of May 1, 2010 by and between the Parties.

ARTICLE III – CHARGES FOR SERVICES

3.1 Pricing: Except as otherwise specifically provided for in this Agreement relative to Irrigation Pumping Services, Irrigation Raw Water and Irrigation Electric, in consideration for the Services provided by the Providing Party to the Receiving Party, the Receiving Party shall pay the per unit Fully Burdened Charge Rates (defined in Schedule A) for such Services, all as more fully described in Schedule A, attributable to producing and providing the Services and delivering the Services to the applicable Service Location. Computation of Fully Burdened Charge Rates by the Providing Party for purposes of computing amounts due for Services hereunder shall be performed consistently during the Term of this Agreement from year to year, but allowing reasonable modifications to the method of cost allocations based upon usage. It is not the intent of the parties that the Providing Party make any profit on the Services provided, rather it is the intent that the Providing Party be made whole (except with respect to those certain enumerated Services described above) for the cost incurred to provide such Services to the Receiving Party. If the Parties cannot agree on the price for a particular Service, the Parties shall use the Dispute Resolution provisions in Sections 11.15.1 through 11.15.3.

3.2 Taxes. Any and all sales taxes, gross receipts taxes or similar taxes or charges imposed on the provision and/or sale of the Services or on the Providing Party's revenues derived from the sale or provision of the Services by such Providing Party to the Receiving Party shall be the

responsibility of the Receiving Party. Such taxes shall be paid by the Receiving Party either within thirty (30) days after invoice therefor from the Providing Party or, if possible, directly by the Receiving Party to the appropriate taxing jurisdiction. Notwithstanding the foregoing, the Providing Party shall be solely responsible for any and all income taxes payable by the Providing Party in connection with the provision and/or sale of the Services.

ARTICLE IV – METERING

4.1 Metering: Consumption of the Services for each Service Location shall, to the extent practical, be determined based on the measurements logged by existing Meters.

4.2 Meter Facilities: The Receiving Party agrees to provide sufficient and readily accessible space to the Providing Party for the installation, operation, access and repair of any Meter installed or to be installed in order to measure those Service(s) provided by the Providing Party.

4.3 Meter Seal: The Providing Party may seal or lock any Meter or Meter installation. Without regard to whether a Meter is sealed or locked, no person except a duly authorized employee, contractor or designee of the Providing Party shall be permitted to break or replace a seal or lock on any Meter, or to alter or change a Meter or its connections or location.

4.4 Meter Relocation: If at any time after the installation of any Meter, conditions are changed so that a Meter's location becomes unsuitable in the Providing Party's sole judgment, the Providing Party shall have the right to move the Meter and any associated equipment, fixtures or facilities to a new location which is mutually agreeable to the Parties. If the change in conditions is due to action or inaction on the part of the Receiving Party, the Receiving Party shall bear the cost of relocating a Meter.

4.5 Meter Testing: The Providing Party shall perform routine periodic testing and calibration, and provide results of such testing and calibration to the Receiving Party consistent with customary industry practices. The Receiving Party has the right to request that any Meter be tested, and that the test results be provided in writing to the Receiving Party. Where any such test reveals that a Meter is not functioning within the limits of its calibration specifications, the costs and expenses of the test, as well as the costs and expenses to repair or replace the inaccurate Meter shall not be included in the calculation of the Fully Burdened Charge Rate of the Providing Party as described in Schedule A hereto. Any replacement shall be of the same or similar model and type as the original Meter, except, as the Providing Party may determine, to the extent that industry-approved new technology may be indicated. The Providing Party shall reimburse the Receiving Party for any and all overcharges, and the Receiving Party shall pay the Providing Party for any and all undercharges, attributable to a Meter not functioning within the limits of its calibration specifications. Where any such test reveals that a Meter is functioning within its calibration specifications, the Receiving Party shall bear the costs and expenses of the test.

4.6 Estimated Usage: Should any Meter for any reason fail to register the full usage of a Service for any period of time, or if the actual usage of a Service cannot be obtained for any reason, the usage of such Service may be reasonably estimated by the Providing Party on the basis of available data, and the Receiving Party will be billed accordingly. Where billing is based

on such estimated usage, the Providing Party shall notify the Receiving Party at the time of billing for the applicable period of such estimated usage, and such notice shall identify the period of such estimated usage and the usage estimated for each such period. Thereafter, the Receiving Party shall have a period of ninety (90) days following receipt of the invoice to request a written description of the basis of such estimate, provided that any such request shall be by a writing addressed and sent as described in this Agreement, and further provided that the Receiving Party shall not have the right to withhold payment of the invoice based on estimated usage. The Providing Party will respond to any such request within thirty (30) days in a writing that shall be addressed and sent as described in this Agreement. In the event that the Parties agree that the estimated usage which formed the basis for any bill prepared in accordance with this Section 4.6 was not a reasonable estimate of actual usage, then the appropriate refund to the Receiving Party or additional charges due to the Providing Party shall be included as a credit or additional charge in the Providing Party's next monthly invoice to the Receiving Party. The Providing Party will make reasonable efforts to determine actual usage to the extent practicable but in any event the Providing Party will true-up usage for each Service on a quarterly basis. In the event the Parties cannot agree on the actual usage for a particular Service, the Parties shall use the Dispute Resolution provisions in Sections 11.15.1 through 11.15.3.

ARTICLE V – PAYMENT

5.1 Billing Period: Each Billing Month shall constitute a billing cycle, except that under no circumstances shall the day on which a Meter is read be included in more than one billing cycle.

5.2 Invoices: Invoices for Services rendered shall be issued after each billing cycle. Each invoice shall itemize the amount of each Service rendered during the applicable billing cycle. Such itemization shall be pursuant to the data measured and reported by the affected Meter (where applicable) or, where usage is estimated, as described in Section 4.6.

5.3 Payment: All payments for Services provided by the Providing Party under this Agreement shall be made net ten (10) days from the invoice date ("Due Date") or as otherwise provided in this Agreement. In the event that the Receiving Party fails to make payment of all or any part of an invoice as described in this Section 5.3, the Providing Party may, but shall not be obligated to, issue a second invoice for any outstanding amount.

5.4 Late Payment: Any amount not paid by the Due Date for such Service(s) shall be late, and shall be subject to a late charge equal to 1% per month of any unpaid amount.

5.5 Discontinuance of Services for Late Payment: In the event that the Receiving Party fails to make payment within ninety (90) days from the invoice date for any Service(s), the Providing Party may, in its discretion, discontinue provision of any or all Services three (3) business days' after providing written notice that Service will be discontinued, if payment is not made within such three day period after delivery of such notice. If the Providing Party discontinues any Service(s) pursuant to this Section 5.5, it shall not thereby be deemed to have breached its obligations to the Receiving Party under this Agreement, nor shall it be deemed to have otherwise harmed or caused harm to the Receiving Party in any regard. In addition, the Providing Party's discontinuance of any Service(s) pursuant to this Section 5.5 shall not relieve the Receiving Party of its duties and obligations under this Agreement, and such discontinuance

shall be in addition to any other legal or equitable rights and remedies available to the Providing Party. The Providing Party will promptly resume Service to the Receiving Party once the late payment (including applicable late charge) is received.

ARTICLE VI – CONFIDENTIAL INFORMATION

6.1 During the Term, certain information that is considered proprietary or confidential may be disclosed or exchanged between the Parties. The term “Confidential Information” shall mean information disclosed hereunder by one Party to the other Party in accordance with the following procedure:

(a) when disclosed in writing, Confidential Information shall be labeled as being confidential;

and

(b) when disclosed orally, Confidential Information shall be identified as confidential at the time of disclosure, with subsequent confirmation to the other Party in writing within thirty (30) days after disclosure, identifying the date and type of information disclosed.

In addition, the terms and conditions of this Agreement (including without limitation the amount of the charge rates and total charges for Services) shall be deemed to be Confidential Information and shall be treated as such by each Party; provided, however, that either Party may share a copy of this Agreement with any third party to whom such Party may intend to assign all or part of its rights and obligation under this Agreement, so long as such third party enters into a written nondisclosure agreement which mirrors the confidentiality requirements of this Article VI.

6.2 The rights and obligations of the Parties with respect to Confidential Information shall survive termination or expiration of this Agreement for one (1) year. Each Party shall hold in confidence the other’s Confidential Information, shall disclose such information only to those persons whose work in connection with this Agreement requires such disclosure, and shall not, without the prior written consent of the other Party, disclose such information to any person except its own employees, contractors, attorneys, accountants and consultants who have a need to know and are bound to keep such information confidential, and shall not use the other’s Confidential Information for any purpose except to perform its obligations under this Agreement. These obligations shall not apply to any Confidential Information to the extent that it:

(a) is or becomes a matter of public knowledge through no fault of the Party receiving such Confidential Information;

(b) is lawfully in the possession of the Party receiving such Confidential Information in written or other recorded form before the time of disclosure by the disclosing Party;

(c) is lawfully acquired by the Party receiving such Confidential Information from a source that is not under obligation to the disclosing Party regarding disclosure of such information;

(d) is disclosed by the disclosing Party to any third party on a non-confidential basis;

- (e) is required to be disclosed by operation of law, including, without limitation, regulatory or governmental rules requiring approval prior to marketing products; or
- (f) is developed by the Party receiving such Confidential Information independently of the providing or receiving of the Services.

ARTICLE VII – REPRESENTATIONS AND WARRANTIES

7.1 Receiving Party’s Right to Acquire Services From Alternate Suppliers. The Parties acknowledge that each has the right to acquire any of the Services provided for hereunder from providers of such Services other than KODAK or CARESTREAM, as applicable. Notwithstanding its right to acquire such Services from providers other than KODAK or CARESTREAM, as applicable, each Receiving Party represents and warrants to the other that it has elected to purchase such Services from the Providing Party pursuant to the terms and conditions of this Agreement. CARESTREAM represents and warrants that its decision to purchase the Services under the 2007 Agreement, as well as its execution of the 2007 Agreement, was not made a condition by KODAK to the transfer of title to the 2007 CARESTREAM Property, or any other assets or businesses or provision of services by KODAK to CARESTREAM, and that CARESTREAM’s execution of the 2007 Agreement was not in discharge of any implied or apparent obligation that CARESTREAM assumed as part of its purchase of the 2007 CARESTREAM Property. In addition, CARESTREAM represents and warrants that its decision to purchase the Services described in the 2010 Agreement, as well as its execution of the 2010 Agreement, was not made a condition by KODAK to the transfer of title to the 2010 CARESTREAM Property, or any other assets or businesses or provision of services by KODAK to CARESTREAM, and that CARESTREAM’s execution of the 2010 Agreement was not in discharge of any implied or apparent obligation that CARESTREAM assumed as part of its purchase of the 2010 CARESTREAM Property.

7.2 Providing Party’s Status as a Public Utility. The Parties acknowledge and agree that in providing Services to the other under this Agreement, the Parties intend the Services provided not be regulated by the Colorado Public Utilities Commission (“CPUC”) or any other similar regulatory authority. In light of this acknowledgement and agreement, the Parties represent and warrant that neither will knowingly take any action (or cause any such action to be taken) that would reasonably be expected to result in the assertion of jurisdiction by the CPUC or any other similar regulatory authority over the Providing Party, the relevant delivery infrastructure or the associated Services provided by either Party hereunder. Moreover, in the event that any such governmental authority should assert jurisdiction over the Providing Party, the delivery infrastructure and/or associated Services or the subject matter of this Agreement, the Parties represent and warrant that they will meet in an effort to negotiate an agreement by which such Services can be provided outside of the jurisdiction of any such governmental authority. Each Party represents and warrants that it will not knowingly take any action that would reasonably be expected to result in the assertion of jurisdiction by the CPUC or otherwise compromise the provision of any Services hereunder, provided, however, that it is agreed that the mere provision or receipt of Services by either Party pursuant to this Agreement shall not constitute a breach of this representation and warranty by either Party. If the CPUC or a similar regulatory authority successfully asserts jurisdiction over the Providing Party, the delivery infrastructure, or one or more Services provided by the Providing Party under this Agreement, this Agreement will

terminate immediately with respect to any Service affected by such assertion of jurisdiction. In the event that any Service is terminated pursuant to this Section 7.2, other than as a result of a successful assertion of jurisdiction by the CPUC which arises from a breach of this Section 7.2 by the applicable Providing Party, the obligations of the Parties under Section 8.4(c) hereof shall apply. In the event of a termination of any Service as a result of a successful assertion of jurisdiction by the CPUC which arises from a breach of this Section 7.2 by the applicable Providing Party, the obligations of such Providing Party under Section 8.4(a) hereof shall apply.

ARTICLE VIII – TERM AND TERMINATION RIGHTS

8.1 Term. This Agreement shall become effective on the Effective Date and, unless sooner terminated or extended as provided herein, shall continue with respect to each Service through the expiration date set forth in this Section 8.1. During the Term of this Agreement, the Parties shall meet periodically, and at least once every six months, to review the Services provided and to discuss any such issues that either Party may have regarding the Agreement.

The expiration date for all Services shall be April 30, 2020.

Upon expiration of the Term of a Service, this Agreement shall terminate with respect to such Service unless otherwise agreed in writing by the Parties.

8.2 Providing Party’s Termination Rights. A Providing Party shall have the right, upon providing at least one (1) year’s advance written notice to the Receiving Party (the “One Year Termination Notice”), to cease providing Service(s) to the Receiving Party hereunder and to terminate this Agreement with respect to any one or more Services provided to the Receiving Party’s Property at any time during the Term hereof if the Providing Party has decided to permanently cease providing such Service to all or substantially all of the buildings located on the Providing Party’s Property. Upon the expiration of the One Year Termination Notice, and provided title to the Infrastructure Assets has not been transferred to the Receiving Party, the Receiving Party shall have the right to enter the Providing Party’s Property for the purpose of operating the Infrastructure Assets necessary to supply the Receiving Party with such Service, subject to the Providing Party’s applicable right to indemnification as provided in Sections 10.5(c) or 10.5(d), and shall be solely responsible for all associated costs; provided, however, that the Providing Party shall be responsible for the cost and expense of closing or capping of the relevant delivery infrastructure (which shall be conducted by the owner of such infrastructure) as may be reasonably necessary in order to effectuate termination of such Service(s).

8.3 Receiving Party’s Termination Rights. A Receiving Party shall have the right, on one or more occasions, upon providing ninety (90) days’ advance written notice to the Providing Party, to cease receiving Service(s) from such Providing Party hereunder and to terminate this Agreement with respect to any one or more of the Services. Except as expressly provided in Section 8.4 below, the Receiving Party shall be solely responsible for obtaining alternative service(s) and for the cost thereof, and for the cost and expense of any additional infrastructure, systems or other property necessary to supply the Receiving Party with such Services; provided that if the Receiving Party terminates receipt of any Service(s) pursuant to this Section 8.3, such Receiving Party shall be obligated to compensate the Providing Party for the cost of separating

the infrastructure for such Service(s) in the amounts and in the manner specified in Section 8.4 hereof.

8.4 Obligations Upon Expiration or Termination of Services.

(a) Upon termination of this Agreement by a Providing Party with respect to any one or more of the Services pursuant to Section 8.2 hereof, or termination of this Agreement with respect to any one or more of the Services pursuant to Section 7.2 hereof due to a breach of Section 7.2 by a Providing Party, such Providing Party shall, upon written demand from the Receiving Party, and payment to the Providing Party of the sum of \$10.00, transfer to the Receiving Party free and clear of all liens and encumbrances title to those Infrastructure Assets necessary to supply the Receiving Party with such Services, including, without limitation, the infrastructure, systems and other property described in Exhibit 3; provided however, that any transfer of Infrastructure Assets shall not include water or mineral rights; provided further, that in the event the applicable Providing Party has complied with its obligations under Section 7.2 hereof, but the applicable Receiving Party is in breach of Section 7.2 hereof, no transfer of title to the Infrastructure Assets necessary to supply the Receiving Party with such Service(s) shall be made; and provided further, that in the event of a transfer of Infrastructure Assets hereunder, the Providing Party shall in each case indemnify, defend and hold harmless the Receiving Party with respect to any and all environmental claims and/or losses associated with such transferred Infrastructure Assets in accordance with Sections 10.5 (a) and 10.5(b) hereof.

(b) Upon expiration of the Term of any Services (unless otherwise extended by mutual agreement of the Parties), each Party shall bear its own costs of separating the infrastructure used by the Providing Party to provide such Services to the Receiving Party Property and the cost, if any, of obtaining alternative service(s), together with the cost and expense of any additional infrastructure, systems or other property necessary to supply the Receiving Party with such Services shall be the sole responsibility of the Receiving Party.

(c) Upon the termination of this Agreement by a Receiving Party with respect to any one or more of the Services pursuant to Sections 2.7 and 8.3 hereof, or termination of any Services pursuant to Section 7.2 (other than termination due to a breach by the applicable Providing Party), such Receiving Party shall pay the Providing Party the cost to cap and isolate the existing utility infrastructure in accordance with the requirements described in Schedule S.

(d) In connection with any transfer of title to any Infrastructure Assets by a Providing Party pursuant to Section 8.4(a) or Section 8.5, or in connection with the separation of the infrastructure or systems for the provision of Services upon expiration of this Agreement or termination of Services pursuant to Sections 8.2, 8.3 or 8.4 of this Agreement, the Parties shall reasonably cooperate with one another to identify and execute all amendments to existing easement and related agreements and new easement and related agreements, which are reasonably required from both Parties, or any third party, in connection therewith including, without limitation, those easement and related agreements identified in Exhibit 4.

8.5 Failure to Provide Service(s). In the event that the Providing Party fails to provide or fails to take reasonable action and diligently proceed to remedy the cause of such failure to provide any Service(s) for a period of time lasting more than 24 hours, the Receiving Party shall

have the right to enter the Providing Party's Property for the purpose of operating the Infrastructure Assets, until the Providing Party resumes such Service(s), subject to the Providing Party's right to indemnification as provided in Sections 10.5(c) and 10.5(d). The Providing Party shall reimburse the Receiving Party for the costs and expenses of operating the Infrastructure Assets for the time in which the Providing Party failed to provide or failed to take reasonable action to diligently proceed to remedy the cause of such failure to provide the Service(s). If the Providing Party fails to provide or fails to take reasonable action to diligently proceed to remedy the cause of such failure to provide the requisite Service(s) for a further 14 days, the Providing Party shall, upon written demand from the Receiving Party, and the payment to the Providing Party of the sum of \$10.00, transfer to the Receiving Party, free and clear of all liens and encumbrances, title to Infrastructure Assets necessary to supply the Receiving Party with such Service(s); provided however, that any transfer of Infrastructure Assets shall not include water or mineral rights and provided further, that in the event of a transfer of Infrastructure Assets hereunder, the Providing Party shall in each case indemnify, defend and hold harmless the Receiving Party with respect to any and all environmental claims and/or losses associated with such transferred Infrastructure Assets in accordance with Sections 10.5 (a) and 10.5(b) hereof.

ARTICLE IX – ASSIGNMENT OF THIS AGREEMENT

9.1 Assignments of Entire Agreement. Neither Party may assign its entire interest in this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment in contravention of the above shall be null and void and of no force or effect. The proposed assignor shall submit any request for consent to the other Party in writing, and such request shall be accompanied by a description of the business of the proposed assignee, a description of the expected Service requirements of that business, audited financial statements of the proposed assignee (including a balance sheet and income statement for each of the preceding three years to the extent available and banking references), and by written confirmation from the proposed assignee that it shall assume all of the obligations and duties of the proposed assignor under this Agreement accruing thereafter. The proposed assignor acknowledges that the other Party, in considering whether to grant or withhold its consent hereunder, shall have the right to consider such factors as the nature and the expected or possible Services requirements of the proposed assignee and the proposed assignee's financial condition, and that if a Party reasonably deems any of these factors to be unacceptable or incompatible with the continued reliable and safe supply of the Services to the Receiving Party's Property or the Providing Party's Property, then the Party's withholding of the Party's consent for such reasons shall be reasonable for purposes of this Section 9.1, provided however that if the creditworthiness of the proposed assignee is at least as good as the proposed assignor's then the other Party shall be deemed to have accepted the financial condition of the proposed assignee. Notwithstanding the foregoing, either Party may assign this Agreement, and all of its rights and obligations hereunder, without obtaining the consent of the other, with respect to any of the following:

- (a) an assignment, other than one made pursuant to clause (c) below, in which a third party acquires all or substantially all of that portion of the business assets of the Party conducted at such Party's Property (i.e. the KODAK Property in the case of KODAK, and the Combined CARESTREAM Property in the case of

CARESTREAM), whether by merger, reorganization, acquisition, sale or otherwise;

- (b) an assignment to any parent or subsidiary of such Party or any other entity which is controlled by, controls or is under common control with such Party; or
- (c) only with respect to an assignment by KODAK, if this Agreement is assigned in connection with KODAK's bankruptcy case, an assignment to any one or more assignees, if: (i) such assignee(s) provide(s) to CARESTREAM adequate assurance of future performance (as determined by the U.S. Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court")), which adequate assurance shall include, without limitation, the ability to pay in full all obligations then owing by KODAK to CARESTREAM by their respective due dates, and (ii) KODAK or the assignee(s) assume(s) responsibility to pay in full all invoices then owing by KODAK to CARESTREAM by their respective due dates.

Provided that the permitted assignee of such Party executes an agreement in writing assuming all of such Party's obligations under this Agreement from and after the effective date of the assignment, the assigning Party shall have no continuing responsibility or liability for the continued performance of this Agreement after the effective date of such assignment (except that, each Party shall remain responsible for the payment of the amounts payable under Section 8.4 hereof if such Party's assignee shall fail to timely make such payments).

Notwithstanding anything to the contrary, but subject to the provisions of clause (c) above, no provision in this Agreement shall be construed as restricting or purporting to restrict any of the following transactions and further, none of the following transactions shall constitute an assignment or other transfer of either Party's interest in this Agreement: (x) a change in control or change in the stockholders, directors, management or organization of either Party or in any subsidiary, affiliate or parent of either Party; (y) the issuance, sale, purchase, public offering, disposition or re-capitalization of the capital stock of either Party or in any subsidiary, affiliate or parent of either Party; or (z) the merger, consolidation or other corporate restructuring of either Party with or into any other person or entity.

9.2 Partial Assignments.

(a) **By Receiving Party.** The Receiving Party may not partially assign this Agreement or the right to receive any one or more, but less than all, of the Services and benefits hereunder to any third party without the prior written consent of the Providing Party, which consent shall not be unreasonably withheld. The Receiving Party shall submit any request for consent to the Providing Party in writing, and such request shall be accompanied by a description of the business of the proposed assignee, a description of the expected Service requirements of that business, audited financial statements of the proposed assignee (including a balance sheet and income statement for each of the preceding three years to the extent available and banking references), and by written confirmation from the proposed assignee that it shall assume all of the obligations and duties of the Receiving Party under this Agreement accruing thereafter with respect to the portion of the Services being assigned, in which event the assignor shall be released from any liability accruing thereafter with respect to such portion of the Services. The

Receiving Party acknowledges that the Providing Party, in considering whether to grant or withhold its consent hereunder, shall have the right to consider such factors as the nature and the expected or possible Services requirements of the proposed assignee and the proposed assignee's financial condition, and that if the Providing Party reasonably deems any of these factors to be unacceptable or incompatible with the continued reliable and safe supply of the Services to the Receiving Party's Property or the Providing Party's Property, then the Providing Party's withholding of the Providing Party's consent for such reasons shall be reasonable for purposes of this Section 9.2(a), provided however that if the creditworthiness of the proposed assignee is at least as good as the Receiving Party's then the Providing Party shall be deemed to have accepted the financial condition of the proposed assignee. Any permitted assignment of this Agreement under the foregoing provisions of this Section 9.2(a) will release the Receiving Party from all obligations under this Agreement accruing after the effective date of the assignment. Any attempted assignment by the Receiving Party in contravention of the consent requirements above shall be null and void and of no force or effect. Notwithstanding anything in this Section 9.2(a) to the contrary, the Receiving Party shall have the right to partially assign this Agreement and the benefits hereunder without obtaining the consent of the Providing Party (i) to any parent, subsidiary or affiliate of the Receiving Party, or (ii) to any third party who acquires one or more buildings or other facilities at such Receiving Party's Property to which any of the Services are provided; provided that any such assignee shall assume in writing all of the obligations and duties of the Receiving Party under this Agreement with respect to the portion of the Services being assigned, and further provided that the Receiving Party shall not be released from Receiving Party's liabilities or obligations under this Agreement relating to the portion of the Services being assigned following such assignment, unless the creditworthiness of the proposed assignee is as good as that of the Receiving Party and provided further that, only with respect to an assignment by KODAK, if this Agreement is assigned in connection with KODAK's bankruptcy case, (A) such assignee(s) provide(s) to CARESTREAM adequate assurance of future performance (as determined by the Bankruptcy Court) with respect to the portion of the Services being assigned, which adequate assurance shall include, without limitation, the ability to pay in full all obligations then owing by KODAK to CARESTREAM with respect to the portion of the Services being assigned by their respective due dates, and (B) KODAK or the assignee(s) assume(s) responsibility to pay in full all invoices then owing by KODAK to CARESTREAM with respect to the portion of the Services being assigned, by their respective due dates. If the Receiving Party is not released from its obligations and duties under this Agreement with respect to the Services being assigned after a partial assignment made pursuant to this Agreement, the Receiving Party shall nevertheless not be responsible for any such obligations and duties under this Agreement which arise during any extension of the term hereof, nor for any additional obligations or duties which may be added by the parties hereto by an amendment to this Agreement made subsequent to such partial assignment.

(b) **By Providing Party.** The Providing Party may partially assign this Agreement with respect to one or more, but less than all, of the Services provided hereunder to any third party which acquires all or substantially all of that portion of the business assets of the Providing Party used to provide such Service or Services, provided that the Receiving Party consents to such assignment, which consent shall not be unreasonably withheld, conditioned or delayed following consideration of the creditworthiness of the proposed assignee based upon the same criteria set forth in Section 9.2(a) above. Notwithstanding anything in this Section 9.2(b) to the contrary, KODAK shall have the right to partially assign this Agreement with respect to one or

more Services provided hereunder, without obtaining the consent of CARESTREAM, to any assignee or assignees in connection with KODAK's bankruptcy case if (A) such assignee(s) provide(s) to CARESTREAM adequate assurance of future performance (as determined by the Bankruptcy Court) with respect to such Services, which adequate assurance shall include, without limitation, the ability to pay in full all obligations then owing by KODAK to CARESTREAM with respect to the portion of the Services being assigned by their respective due dates, and (B) KODAK or the assignee(s) assume(s) responsibility to pay in full all obligations then owing by KODAK to CARESTREAM with respect to the portion of the Services being assigned, by their respective due dates. Upon the effective date of any such assignment by the Providing Party, the Receiving Party agrees that the Receiving Party shall look solely to the Providing Party's assignee for performance of the Services to which the assignment applies, and the Receiving Party shall release the Providing Party from any and all liability for the continued performance of this Agreement. The Providing Party shall provide notice to the Receiving Party at the earliest practicable opportunity regarding any assignment pursuant to this Section 9.2(b) and shall provide the Receiving Party with reasonable information about the assignee and its ability to perform the Providing Party's obligations under this Agreement.

(c) **Right to Require Affirmation/Ratification of Agreement.** In the event of a partial assignment pursuant to this Section 9.2, the non-assigning Party shall have the right to require both the assigning Party and any such third party assignee to execute a certification (in form and content reasonably acceptable to the non-assigning Party) by which both the assigning Party and such third party assignee affirm and ratify all of the rights and obligations applicable to each under this Agreement upon the consummation of any such partial assignment. At the request of either Party or the assignee of such partial assignment, the non-assigning Party and the assignee shall enter into a new, separate agreement covering the Service or Services assigned and otherwise containing the same terms and conditions of this Agreement. The Parties shall modify this Agreement to remove the obligation to provide such assigned Services from this Agreement.

ARTICLE X – LIABILITY, INSURANCE AND INDEMNIFICATION

10.1 Limitation of Liability. The Providing Party shall not be liable for any personal injury, death, or property damage to any person or entity (including KODAK and CARESTREAM or any other KODAK or CARESTREAM Indemnified Parties, as hereinafter defined) resulting in any way from: (i) the interruption or failure of the Providing Party to provide any Service hereunder, or (ii) the Receiving Party's use of any Service on the Receiving Party Property, unless and only to the extent caused by the gross negligence or willful misconduct of the Providing Party, and provided that the limitations of Section 10.2 of this Agreement shall apply to and limit the liability of KODAK and CARESTREAM under this Section 10.1.

10.2 Consequential Damages. It is specifically agreed and understood that neither Party will be responsible to the other for any indirect, special, incidental or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith, in contract or in tort (including negligence), under any warranty, or otherwise, including without limitation either Party's failure to accept, or either Party's failure to deliver, Services at any time. This Section 10.2 shall apply whether any such

indirect, special, incidental or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty, or otherwise.

10.3 Mutual Release and Waiver of Subrogation. KODAK and CARESTREAM hereby waive on behalf of themselves and their respective insurers, any claims that either may have against the other for loss or damage to their respective property resulting from perils covered by the standard form of all risk property damage insurance, including vandalism and malicious mischief coverage. It is understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault, neglect or negligence of either KODAK or CARESTREAM and whether or not insurance is in force. If required by policy conditions, each Party shall secure from its property insurer a waiver of subrogation endorsement to its policy, and deliver a copy of such endorsement to the other Party.

10.4 Insurance.

(a) KODAK and CARESTREAM shall each, at their own cost and expense, maintain and keep in force at all times during the Term:

(i) Commercial General Liability Insurance, including coverage for Products/Completed Operations and Contractual Liability covering all claims for personal injury, death or property damage occurring on, in or about the KODAK Property and the Combined CARESTREAM Property, respectively, with a limit of liability of not less than \$10,000,000.00 per occurrence and aggregate combined single limit for bodily injury and property damage;

(ii) Employers' Liability coverage with a limit of liability not less than \$1,000,000.00; and

(iii) Worker's Compensation Insurance covering all claims under applicable Workers' Compensation statutes or any similar statutes or requirements.

(b) If either Party contracts with any third party to perform maintenance activities or any other services, or permits such Person to conduct any of maintenance activities or any other activity of any kind on the Property of the other, such contracting Party shall be responsible for the acts of such Person in accordance with the provisions of this Agreement, and the contracting Party shall bear all responsibility for assuring the adequacy of any insurance carried by such Person. The amount of such insurance carried by such Person shall not limit the contracting Party's liability hereunder.

(c) CARESTREAM and KODAK shall also maintain and keep in force at all times during the Term, all risk property damage insurance covering all property of CARESTREAM or KODAK, respectively, located at or on the Combined CARESTREAM Property, including equipment, machinery, stock, supplies and leasehold improvements, for the full replacement value of such property.

10.5 Indemnification.

(a) By KODAK as Providing Party. Subject to the limitations set forth in Sections 10.1, 10.2 and 10.3, KODAK shall indemnify, defend and hold harmless CARESTREAM,

CARESTREAM's shareholders, directors, officers, employees, contractors and agents (each, a "CARESTREAM Indemnified Party" and together, the "CARESTREAM Indemnified Parties") from and against any and all claims, demands, administrative or judicial proceedings, costs, expenses (including reasonable attorneys' fees and expenses), liabilities, damages, judgments or awards (together, "Losses") asserted against, resulting from, imposed upon or incurred by any CARESTREAM Indemnified Party by reason of or resulting from: (i) Losses of any person or entity (including CARESTREAM Indemnified Parties) arising, directly or indirectly, out of the gross negligence or willful misconduct of KODAK or any KODAK Indemnified Party in connection with the Services or this Agreement, any and all environmental claims and/or losses associated with the transfer of Infrastructure Assets pursuant to Sections 8.4(a) and 8.5 hereof, or the default of KODAK under this Agreement (other than interruptions of Services provided to CARESTREAM or CARESTREAM's use of such Services, KODAK's responsibilities for which are specifically and solely addressed by Section 10.1 hereof); or (ii) Losses of third parties including the employees of KODAK or KODAK's contractors or agents, for personal injury, death, or property damage arising, directly or indirectly, out of the provision of the Services under this Agreement on or after the Effective Date, or the transfer of Infrastructure Assets pursuant to Sections 8.4(a) and 8.5 hereof, except in the case of either (i) or (ii) above, to the extent caused by the gross negligence or willful misconduct of CARESTREAM or any other CARESTREAM Indemnified Party.

(b) By CARESTREAM as Providing Party. Subject to the limitations set forth in Sections 10.1, 10.2 and 10.3, CARESTREAM shall indemnify, defend, and hold harmless KODAK, KODAK's shareholders, directors, officers, employees, contractors and agents (each, a "KODAK Indemnified Party" and together, the "KODAK Indemnified Parties") from and against any and all Losses asserted against, resulting from, imposed upon or incurred by any KODAK Indemnified Party by reason of or resulting from: (i) Losses of any person or entity (including the KODAK Indemnified Parties) arising, directly or indirectly, out of the gross negligence or willful misconduct of CARESTREAM or any CARESTREAM Indemnified Party in connection with the Services, any and all environmental claims and/or losses associated with the transfer of Infrastructure Assets pursuant to Sections 8.4(a) and 8.5 hereof, or the default by CARESTREAM under this Agreement (other than interruptions of Services provided to KODAK or KODAK's use of such Services, CARESTREAM's responsibilities for which are specifically and solely addressed by Section 10.1 hereof); or (ii) Losses of third parties, including the employees of CARESTREAM or CARESTREAM's contractors or agents, for personal injury, death, or property damage, arising, directly or indirectly, out of the provision of the Services under this Agreement on or after the Effective Date, or the transfer of Infrastructure Assets pursuant to Sections 8.4(a) and 8.5 hereof, except in the case of either (i) or (ii) above to the extent caused by the gross negligence or willful misconduct of KODAK or any other KODAK Indemnified Party.

(c) By KODAK as a Receiving Party. Subject to the limitations set forth in Sections 10.2 and 10.3, KODAK shall indemnify, defend, and hold harmless each of the CARESTREAM Indemnified Parties from and against any and all Losses asserted against, resulting from, imposed upon or incurred by any CARESTREAM Indemnified Party by reason of or resulting from Losses of third parties, including the employees of KODAK or KODAK's contractors or agents, for personal injury, death, or property damage, arising, directly or indirectly, out of (i) the ownership, management, operation or maintenance of the KODAK Property, (ii) the delivery

infrastructure for the received Services on the KODAK Property, or (iii) ordinary negligence by any KODAK Indemnified Party or environmental damage caused to the Combined CARESTREAM Property by any KODAK Indemnified Party in connection with KODAK's exercise of its right to enter the Combined CARESTREAM Property upon termination or cessation of any Service by CARESTREAM pursuant to Section 8.2 hereof, provided that, subject to Sections 10.2 and 10.3 hereof, KODAK shall have no obligations to CARESTREAM or the CARESTREAM Indemnified Parties under this Section 10.5 with respect to any Losses arising prior to KODAK's exercise of its right to enter the Combined CARESTREAM Property upon termination or cessation of any Service by CARESTREAM pursuant to Section 8.2 hereof; except in the case of (i), (ii) or (iii) above, to the extent caused by the gross negligence or willful misconduct of CARESTREAM or any other CARESTREAM Indemnified Party.

(d) By CARESTREAM as a Receiving Party. Subject to the limitations set forth in Sections 10.2 and 10.3, CARESTREAM shall indemnify, defend, and hold harmless each of the KODAK Indemnified Parties from and against any and all Losses asserted against, resulting from, imposed upon or incurred by any KODAK Indemnified Party by reason of or resulting from Losses of third parties, including the employees of CARESTREAM or CARESTREAM's contractors or agents, for personal injury, death, or property damage, arising, directly or indirectly, out of (i) the ownership, management, operation or maintenance of the CARESTREAM Property, (ii) the delivery infrastructure for the received Services on the CARESTREAM Property, or (iii) ordinary negligence by any CARESTREAM Indemnified Party or environmental damage caused to the KODAK Property by any CARESTREAM Indemnified Party in connection with CARESTREAM's exercise of its right to enter the KODAK Property upon termination or cessation of any Service by KODAK pursuant to Section 8.2 hereof, provided that, subject to Sections 10.2 and 10.3 hereof, CARESTREAM shall have no obligations to KODAK or the KODAK Indemnified Parties under this Section 10.5 with respect to any Losses arising prior to CARESTREAM's exercise of its right to enter the KODAK Property upon termination or cessation of any Service by KODAK pursuant to Section 8.2 hereof; except in the case of (i), (ii) or (iii) above, to the extent caused by the gross negligence or willful misconduct of KODAK or any other KODAK Indemnified Party.

ARTICLE XI – GENERAL TERMS AND CONDITIONS

11.1 Notices and Communications. All notices and other communications required or permitted under this Agreement must be in writing and will be delivered personally or sent by commercial courier, or by postage prepaid certified mail return receipt requested, or by registered mail, or by electronic mail to the addresses listed below or by facsimile, at the option of the sending Party. All communications must be sent to, and shall be effective on the date of delivery at, the receiving Party's address indicated below. Such addresses may be changed by submitting a notice as provided in this Section 11.1 to the other Party.

Communications to KODAK:

Eastman Kodak Company
Attn: Site Manager

Communications to CARESTREAM:

Carestream Health, Inc.
Attn: Site Manager

9952 Eastman Park Drive
Windsor, CO 80551
Facsimile: (970) 686-4154

e-mail: Stephen.Kozak@kodak.com

2000 Howard Smith Avenue West
Windsor, CO 80550
Facsimile: (970) 392-3425

e-mail: cschmachtenberger@carestream.com

With a copy to:

Eastman Kodak Company
343 State Street
Rochester, NY 14650-0208
Attn: General Counsel

With a copy to:

Carestream Health, Inc.
150 Verona Street
Rochester, NY 14608
Attn: General Counsel

11.2 Survival. The following provisions shall survive termination of this Agreement: Article VI, Confidential Information; Article VII, Representations and Warranties; Article VIII, Term and Termination; Article X, Liability, Insurance and Indemnification; and this Article XI, General Terms and Conditions.

11.3 Conflicts in Documentation. In the event that a conflict arises between this Agreement and any purchase order, separate agreement or schedule implementing this Agreement, the terms of this Agreement shall prevail, unless such purchase order, agreement or Schedule by its terms modifies this Agreement, describes the scope of such modification, and is agreed to in a separate writing by a duly authorized representative of each Party.

11.4 Amendments. No addition to, deletion from or modification of any of the provisions of this Agreement shall be binding upon the Parties unless such deletion, addition or modification is made in writing and is signed by a duly authorized representative of each Party.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous discussions, representations, understandings, and agreements.

11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which shall together constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

11.7 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without consideration of the conflicts of laws principles thereof.

11.8 Force Majeure. If performance (other than payment) under this Agreement by KODAK or CARESTREAM is prevented or delayed by reason of any cause beyond the control of the Party affected, and which cannot be overcome by reasonable diligence, such affected Party shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby, during the period of any such cause.

11.9 Use of Other Party's Name. Except as necessary to perform their obligations under this Agreement, 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.

11.10 Severability. If any provision of this Agreement is held to be unenforceable under then current laws, the enforceability of the remaining provisions shall not be affected thereby, and in lieu of each such unenforceable provision the parties shall negotiate to add a provision as similar in terms to such unenforceable provision as may be possible.

11.11 Independent Contractor. KODAK and CARESTREAM shall act as independent contractors and nothing herein shall be construed to make either party, or any of their employees, officers, directors or representatives, the agent, employee, partner or servant of the other party.

11.12 Non-Waiver. Failure by either Party at any time to require strict performance of any of the provisions herein shall not waive or diminish a Party's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any obligation, term or condition of this Agreement shall not be deemed as any further or continuing waiver of any other term, provision or condition of this Agreement. A Party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized representative of the Party making such waiver.

11.13 Article and Section Headings. Headings for articles and sections are for convenience only and shall not affect the interpretation of this Agreement.

11.14 Agreement Binding on Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and assigns.

11.15.1 Dispute Resolution Immediate Effect. In the event of any dispute under this Agreement that has an immediate effect on KODAK and/or CARESTREAM's operations, the Plant Manager of CARESTREAM and the Plant Manager of KODAK shall meet in person within twelve hours to attempt to resolve the dispute. In the event that they are unable to resolve the dispute, members of the senior management teams in Colorado of KODAK and CARESTREAM shall meet in person within two business days after the failure of the Plant Managers to resolve the dispute in an attempt to resolve the dispute. In the event that senior management is unable to resolve the dispute, the CEO's of KODAK and CARESTREAM shall meet, by phone or in person, within two business days after the failure of senior management to resolve the dispute and attempt to resolve the dispute.

11.15.2 Dispute Resolution No Immediate Effect. In the event of any dispute under this Agreement that does not have an immediate effect on KODAK and/or CARESTREAM's operations, the Plant Manager of CARESTREAM and the Plant Manager of KODAK shall meet in person within three business days to attempt to resolve the dispute. In the event that they are unable to resolve the dispute, members of the senior management teams in Colorado of KODAK and CARESTREAM shall meet in person within two weeks after the failure of the Plant Managers to resolve the dispute in an attempt to resolve the dispute. In the event that senior management is unable to resolve the dispute, the CEO's of KODAK AND CARESTREAM shall

meet, by phone or in person, within one month after the failure of senior management to resolve the dispute and attempt to resolve the dispute.

11.15.3 Other Review. If the Parties are unable to resolve a dispute after a meeting between their CEO's, either Party may pursue appropriate relief consistent with the terms of this Agreement.

11.16 No Third-Party Beneficiaries: It is understood and agreed that the enforcement of the terms and conditions of this Agreement, and all right of action relating to such Agreement and enforcement, shall be strictly reserved to KODAK and CARESTREAM or their permitted assigns. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of KODAK and CARESTREAM that any such third person or entity, other than KODAK and CARESTREAM or their permitted assigns, receiving benefits under this Agreement shall be deemed an incidental beneficiary only.

11.17 Required Bankruptcy Court Approval; Date of Effectiveness. The parties acknowledge that in order for this Agreement to become effective, the prior approval of the Bankruptcy Court will be required. This Agreement will become effective as of the first business day following the entry of an order of the Bankruptcy Court approving the same, provided that such order is not stayed.

11.18 Administrative Expense Claim for Breach by KODAK. CARESTREAM shall have an Administrative Expense claim against Kodak and its bankruptcy estate for any damages caused by a breach of this Agreement by KODAK. For the purposes of this Section, "Administrative Expense" means an expense of administration in the chapter 11 cases of KODAK and its affiliated debtors and debtors in possession, of the type described in section 503(b) of the Bankruptcy Code and with the priority described in section 507(a)(2) of the Bankruptcy Code.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**[SIGNATURE PAGE TO
AMENDED AND RESTATED SERVICES AGREEMENT]**

EASTMAN KODAK COMPANY,
a New Jersey corporation

By: _____

Title: _____

**[SIGNATURE PAGE TO
AMENDED AND RESTATED SERVICES AGREEMENT]**

CARESTREAM HEALTH, INC.,
a Delaware corporation

By: _____
Title: _____