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14. **ECONOMIC SANCTIONS.** You shall comply with all applicable laws, regulations and rules administered by any governmental authority, agency, regulatory body or other entity exercising regulatory powers or functions, including but not limited to the United Nations Security Council, the United States of America (including the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the United States Department of State), the European Union, the United Kingdom, Her Majesty's Treasury, Hong Kong, the Hong Kong Monetary Authority or other sanctions authority, imposing trade, economic or financial sanctions or trade embargoes ("**Economic Sanctions**"). You agree that you shall not, and shall not permit any third parties acting on your behalf to, directly or indirectly, participate in any transaction involving: (i) any country, territory or other jurisdiction that is subject to any Economic Sanctions, (ii) any person that is the target or subject of any Economic Sanctions, or (iii) any violation of any Economic Sanctions. Without limiting the generality of the foregoing, you have not and shall not, directly or indirectly, use the Software or otherwise conduct business with any third parties or deal in any materials, goods or components thereof that are located in or derived from any country or other jurisdiction that is subject to, or in any way which is prohibited by, any Economic Sanctions, and expressly acknowledge that you shall not, directly or indirectly, order, trade, sell, otherwise dispose or engage in any economic activity in: (1) Iran; (2) Sudan; (3) North Korea; (4) Syria; (5) Cuba; (6) Belarus; (7) Zimbabwe; (8) Myanmar (Burma); (9) the Crimea and Sevastopol Regions (Ukraine); and (10) the military/defence/energy sectors in Russia.

15. **ANTI-BRIBERY.** You shall comply with all requirements and prohibitions of any anti-corruption, anti-bribery or anti-kickback laws or regulations: (i) in the jurisdiction in which the Software was obtained, (ii) of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), (iii) of the 2010 Bribery Act of the United Kingdom (the "UK Bribery Act"), and (iv) in any other jurisdiction applicable to your use of the Software, in each case as amended and otherwise in effect from time to time (collectively, the "**Anti-Corruption Laws**"). You represent and warrant that you are familiar with, have conducted and as of the date hereof do conduct your business in accordance with all Anti-Corruption Laws, and in connection with your obtaining, installing and using the Software, and complying with and performing your obligations under this EULA, neither you nor any of your employees, representatives or agents have nor will engage in any activity which would constitute an offence under the FCPA if it were carried out in the United States or any activity which would constitute an offence under the UK Bribery Act if it were carried out in the United Kingdom. You shall promptly report to Kodak Alaris in writing upon becoming aware of any actual or suspected breach of this Section, or any actual, pending or threatened regulatory investigation in relation thereto or otherwise with respect to Anti-Corruption Laws.

16. **COMPLIANCE.** During the Term and for six (6) months thereafter, Kodak Alaris may request information or conduct an inspection to ensure your compliance with the terms of this EULA. You shall reasonably cooperate with such information request or inspection and provide access to relevant records, systems, equipment, information, and personnel, and Kodak Alaris will use reasonable efforts to not unreasonably interfere with your business operations.

17. **MISCELLANEOUS.**

17.1 **Entire Agreement.** This EULA constitutes the entire agreement between you and Kodak Alaris with respect to the Software and the subject matter hereof, and supersedes all other communications, understandings or agreements, written or oral, with respect to the Software and such subject matter.

17.2 **Notices.** Any notices sent to Kodak Alaris under this EULA shall be sent to the attention of the Legal Department at legal@kodakalaris.com.

17.3 **Governing Law.** If the Software was provided from within the European Economic Area, this EULA is governed by the laws of England and Wales. If the Software was provided from outside the European Economic Area, this EULA is governed by the laws of the State of New York. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.

17.4 **Force Majeure.** Kodak Alaris shall not be liable for any failure to meet its obligations to the extent such failure is directly or indirectly due to riot, terrorism, government act or regulation, fire, flood, explosion, machine breakdowns, materials shortages, transportation or working difficulties, accident, or any other event beyond the reasonable control of Kodak Alaris.

17.5 **Assignment.** You shall not assign, transfer, delegate or subcontract any of its rights or obligations under this EULA without the prior written consent of Kodak Alaris. Any purported assignment or delegation in violation of this Section shall be null and void. Kodak Alaris may at any time assign or transfer any or all of its rights or obligations under this EULA without your prior written consent to any affiliate or to any person acquiring all or substantially all of Kodak Alaris' assets.

17.6 **Relationship.** The relationship between the parties is that of independent contractors. This EULA is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this EULA.

17.7 **Waiver.** No waiver by Kodak Alaris of any of the provisions of this EULA is effective unless explicitly set forth in writing and signed by Kodak Alaris. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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