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5. **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

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2. **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.

# MISCELLANEOUS.

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	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.
	3. Governing Law. If the Software was provided from within the United Kingdom or European Economic Area, this EULA is governed by the laws of England and Wales. If the Software was provided from outside the United Kingdom or 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.
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	5. Assignment. You shall not assign, transfer, delegate or subcontract any of your 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.
	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.
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