

## RENTAL – TERMS & CONDITIONS

Unless otherwise specifically agreed in writing, the following Terms and Conditions applies to any rental agreement regarding equipment or spare parts (hereinafter the "Products") entered into between EIVA A/S, Niels Bohrs Vej 17, 8660 Skanderborg, Denmark (or its affiliates, hereinafter together referred to as "EIVA") and any lessee (hereinafter referred to as the "Lessee").

These Terms and Conditions shall apply no matter by which means the Lessee has placed a rental order and shall supersede any conditions stipulated in the Lessee's order or otherwise, except if such conditions are specifically agreed in writing by EIVA. Any confirmed order, accepted offer, or other written agreement regarding the delivery of Products between EIVA and the Lessee shall be referred to as the "Contract".

No order shall be deemed accepted by EIVA until specifically stated in writing by EIVA or when the Products have been delivered by EIVA to the Lessee, whichever is earlier.

### 1. EXTENT OF AGREEMENT

- 1.1. A Contract covers all parts of the order and supersedes any prior agreement between the parties.
- 1.2. Unless specifically stated herein, EIVA will not supply and is not responsible for any installation, commissioning, decommissioning or training services in relation to the Products supplied. If EIVA in addition contracts to carry out specific adaptations to the Lessee's property as part of the supply of Products, this will be stated separately, and such services will be subject to EIVA's "Consultant - Terms and Conditions".
- 1.3. Any information given by EIVA in commercials, on EIVA's homepage or in other promotional material, shall only be deemed indicative unless expressly stated in a Contract.

### 2. RENTAL BASIS

- 2.1. Rental of the Products is subject to availability at the time of the Lessee's enquiry.
- 2.2. The rental period is starting at the day of departure of the goods from EIVA's and/or its specified Affiliate's or third party's premises and ceases - if agreed - at the day of arrival of the same goods at EIVA's address or another address designated by EIVA.
- 2.3. Unless otherwise agreed the rental period is perpetual and can be terminated by either party with 30 days' notice prior to the end of a month.
- 2.4. Lessee is not entitled to buy the Products at the end of the rental period.
- 2.5. Lessee is not entitled to sublease the Products.
- 2.6. The Lessee agrees:
  - 2.7. to use the Products in a skilful and proper manner and in accordance with any operating instructions issued for them, and to ensure that the Products are operated and used by properly skilled and trained personnel;
  - 2.8. to clean and keep the Products at its own expense at all times in good condition (fair wear and tear excepted) making available to EIVA full records thereof;
  - 2.9. to make no alteration to the Products and not to remove any existing components or identification markings from the Products, unless it is removed in the ordinary course of repair and maintenance in which case as soon as practicable, a replacement shall be fitted;
  - 2.10. to be responsible for the safe usage of the Products and to comply with all statutory and other obligations of all kinds in relation to the Products and the use of them and at its own expense to add to or install with the Products any safety or other equipment required by any applicable law or regulation to be so added or installed for the safe use of the Products;
  - 2.11. to protect the Products against distress, execution or seizure; and
  - 2.12. products to be operated and used in accordance with EU export licensing and permit regulations.

- 2.13. Risk of loss of or damage to Products shall pass to the Lessee:
- 2.14. upon Delivery, in the case of Products to be delivered under clause 4.2; or
- 2.15. otherwise at the time and place agreed in writing.
- 2.16. Title to Products shall not pass to the Lessee and shall at all times remain with EIVA.

### 3. SHIPMENT

- 3.1. If EIVA arranges shipment on behalf of the Lessee, EIVA will arrange the shipment Incoterms 2020 CIP and will invoice the Lessee all shipment expenses at cost plus a surcharge of 15% to cover general and administrative costs.
- 3.2. If the Lessee arranges shipment of the Products, Lessee shall pay all shipment expenses and insurance expenses.

### 4. LESSEE OBLIGATIONS

- 4.1. Except to the extent that EIVA has agreed to provide specified consultancy Services regarding Product selection, the Lessee shall be responsible for its own Product selection and for ensuring the suitability of the Products for the required purpose.
- 4.2. The Lessee is responsible for obtaining all necessary consents, licences and permits relating to its use of the Products and/or Services.
- 4.3. The Lessee shall accept delivery and shipment of the Products in accordance with the provisions of clause 6 below.
- 4.4. The Lessee shall indemnify, defend, hold harmless and release EIVA at all times against all claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by EIVA as a result of:
  - 4.5. EIVA following any designs, specifications, instructions or other reliance on Lessee Material;
  - 4.6. any claim that the Lessee Materials, or any part of them infringe any rights of any third parties, including any Intellectual Property Rights;
  - 4.7. the Lessee having failed to install, commission or use the Products using suitably experienced and trained personnel or in accordance with instructions and licences supplied by EIVA and/or the manufacturer of the Products; and
  - 4.8. any reliance placed by the Lessee on advice, guidance, or recommendations provided by EIVA or its personnel free of charge and not expressly contracted to be provided under the Contract.
- 4.9. The Lessee shall inspect the Products upon receipt and notify any defect in them to EIVA in writing within 48 hours of Shipment. If no such notification is received it shall be conclusively presumed that they are complete and in good order, and condition and fit for the purpose for which they are required and, in every way, satisfactory to the Lessee.
- 4.10. The Lessee shall allow EIVA or its duly authorised representative, upon reasonable notice given at any time, access to inspect the Products. The Lessee shall keep an accurate list of the details of all Products including their location and shall provide an up to date copy to EIVA upon request.
- 4.11. The Lessee shall use and maintain the Products in a skilful and proper manner and in accordance with any operating instructions issued for them, and to ensure that the Products are operated and used by properly skilled and trained personnel.
- 4.12. The Lessee shall clean and keep the Products at its own expense at all times in good condition (fair wear and tear excepted) making available to EIVA full records thereof.
- 4.13. The Lessee shall make no alteration to the Products and not remove any existing components or identification markings from the Products, unless it is removed in the ordinary course of repair and maintenance (including the removal and replacement of batteries and other consumables, which shall be the responsibility of the Lessee) in which case as soon as practicable, a replacement shall be fitted.
- 4.14. The Lessee shall be responsible for the safe usage of the Products and shall comply with all statutory and other obligations of all kinds in relation to the Products and the use of them and at its own expense add to or install with the Products

any safety or other equipment required by any applicable law or regulation to be so added or installed for the safe use of the Products.

4.15. The Lessee shall protect the Products against distress, execution or seizure.

4.16. The Lessee shall operate the Products in accordance with Danish Government and other applicable export licencing and permit regulations and shall notify EIVA of any breach of the same immediately.

4.17. The Lessee shall be liable for any loss, theft, damage or destruction of or to the Products, howsoever caused, (inclusive of whilst in transit), fair wear and tear excepted.

4.18. The Lessee shall be liable for the provision of insurances against all liability to third persons for death, personal injury and damage to, or loss of property arising directly or indirectly, out of the use, possession, or operation of the Products for such amount as is prudent in all the circumstances.

4.19. The Lessee shall not sell or offer for sale, assign, mortgage or pledge, any of the Products or allow the creation of any charge, encumbrance, lien, or other interest to arise over them.

4.20. The Lessee shall be responsible for all losses and liabilities (including legal expenses on a full indemnity basis) arising from the Lessee's breach of these Terms or any relevant Contract, or from the possession or use by the Lessee of the Products or their repossession.

4.21. The Lessee shall on or before the expiration or termination of the Rental Period return the Products to EIVA at the Lessee's cost, to such address as EIVA shall reasonably require (or otherwise to EIVA's head office). In the event of failure to do so, the Lessee shall allow EIVA and its representatives (and shall ensure that any third parties also allow) access to any premises where the Products are located for the purpose of performing such return at the cost and expense of the Lessee. The Lessee shall accurately notify EIVA in writing of the location/s of the Products upon request.

4.22. The Lessee shall continue to pay the Charges for the hire of the Products until returned to EIVA.

4.23. In the event that the Products are lost during the Rental Period The Lessee shall pay to EIVA on demand the full replacement price of any lost item unless otherwise agreed between the parties.

## 5. DELIVERY AND DELAY

5.1. Place and means of Delivery. Delivery of Products shall be made at EIVA's, and/or its specified Affiliate's or third party's premises, when EIVA, or its specified Affiliate or third party, advises the Lessee in writing, that the Products are ready for shipment ("Delivery" and "Delivery Date" respectively).

5.2. Shipment. Following Delivery in accordance with clause 6.1, shipment shall be made as described in EIVA's Quotation or the Confirmation. Where EIVA is required to arrange for shipment, it shall do so acting as agent for the Lessee, with all associated risks, costs and expenses to be borne by the Lessee ("Shipment").

5.3. The Lessee acknowledges that EIVA is not responsible for procuring or securing delivery to the end destination required by the Lessee, where the Products will be installed or otherwise used.

5.4. EIVA may deliver the Products by instalments. Where the Products are delivered in instalments, each Delivery and shipment failure by EIVA to deliver any one or more of the instalments or any claim by the Lessee in respect of any one or more instalment shall not entitle the Lessee to treat a Contract as a whole as repudiated.

5.5. EIVA shall have no liability for any failure or delay in delivery to the extent that such failure or delay is caused by the Lessee's failure to comply with its obligations under a Contract.

5.6. If the Lessee fails to take possession of the Products otherwise than due to breach by EIVA, then, in relation to the uncollected or refused Products, EIVA shall be entitled (without prejudice to its other rights under a Contract or at law) to:

5.7. require the Lessee to pay any costs of storage, or a reasonable charge for storage; and/or

5.8. require the Lessee to pay any Shipment Charges; and /or

5.9. sell or hire the Products to a third party after giving reasonable period of notice (as determined by EIVA) to the Lessee; and/or

5.10. retain any sums paid as deposit for the Products.

5.11. Where a delivery note, commercial invoice, or certificate of conformity is provided, this shall be conclusive evidence that the Products were in a satisfactory condition on leaving the custody of EIVA.

5.12. The Lessee shall be responsible for obtaining all required export and import licences, clearances and any other documentation necessary for the despatch of the Products and their delivery to their end destination, except for any matters agreed in a Contract to be the responsibility of EIVA.

5.13. Without affecting the obligation of the Lessee under clause 5.12, the Lessee will, if requested, notify EIVA, and if required provide such further evidence as EIVA may require, of the location of the expected end destination for each shipment of Products.

5.14. The Lessee shall provide EIVA with such documentation and information as EIVA may require for taxation, regulatory or reporting purposes, including as required in order to answer or respond to the queries or investigations of any regulatory authority, wherever located.

5.15. If delivery or installation cannot take place as stipulated in a Contract, EIVA will inform the Lessee in writing without any undue delay. If a delay extends beyond 12 complete weeks, and the delay is not due to force majeure, import/export control or other reasons for which EIVA is not responsible, the Lessee will be entitled to cancel a Contract and reclaim any prepayments made

5.16. The right to cancellation in accordance with section 4.6 above is Lessee's sole and exclusive remedy for delay.

## 6. FORCE MAJEURE

6.1. If fulfilment of any of EIVA's obligations under a Contract is prevented by reason of any occurrence or contingency beyond EIVA's reasonable control, including, but not limited to war, riot, strikes, lock-outs or other serious labour disputes, public confiscation, currency restrictions, Government measures such as import or export prohibition, Act of God, failing energy supply, fire, flood, explosion or failure of suppliers due to their force majeure, EIVA is entitled to either cancel the a Contract in whole or in part or to postpone delivery time. EIVA shall have no liability in the event of such cancellation or postponement.

## 7. WARRANTIES

7.1. The following Warranties (each a "Warranty") are given by EIVA with regard to the quality and performance of the Equipment and Products rented or otherwise made available by it to the Lessee under the Contract:

7.2. Equipment shall, at commencement of the Rental Period, be in operating condition and free in all material respects from defects in materials and workmanship discovered during the Warranty Period;

7.3. Products shall comply in all material respects with the applicable Specification during the Warranty Period;

7.4. EIVA shall have no warranty obligation under any Contract:

7.5. if any Products or Equipment rented or made available by EIVA to the Lessee are not installed, operated, used or maintained by the Lessee in accordance with (i) EIVA's Specifications and/or (ii) its written operation and maintenance instructions, delivered to the Lessee; or

7.6. with respect to materials, components or supplies manufactured or supplied by third parties.

7.7. However, EIVA shall pass on and assign to the Lessee, to the extent possible, the benefit of any remaining warranty regarding the performance and correction (but not the accuracy) of any Third Party Software which remains valid and can be passed to the Lessee;

7.8. Notwithstanding any provision to the contrary or in conflict set forth in this Clause 7 or elsewhere herein or in the Contract, EIVA specifically does not warrant and shall not be liable to the Lessee under any Warranty, liability or indemnity provision relating to:

(i) the accuracy of any data provided to the Lessee arising out of any products or reports provided by EIVA or any third parties to the Lessee under any Contract, including without limitation any models (data points) that EIVA produces; and

(ii) the accuracy of any measurements made by the Lessee or

any third parties while operating or using the Products or Equipment in the field;

7.9. EIVA warrants that the Services supplied to the Lessee by EIVA under the Contract will be performed by appropriately qualified and trained personnel or authorised third parties or contractors, with reasonable skill and care and materially in accordance with the applicable Order Acceptance.

7.10. EIVA may charge for diagnostics and testing performed in connection with any defect claim at its actual cost and labour rates. No such charges will apply if the defect is determined to be covered under warranty or as otherwise explicitly agreed in writing by EIVA.

7.11. Claims with regard to the above Warranties shall be made in accordance with and are subject to the terms of Clause 8.

7.12. THE ABOVE WARRANTIES ARE GIVEN IN LIEU OF STATUTORY AND OTHER EXPRESSED OR IMPLIED CONDITIONS AND WARRANTIES. ALL WARRANTIES, CONDITIONS, TERMS AND LIABILITIES EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, ON THE PART OF EIVA, IN RESPECT OF COMPLIANCE WITH DESCRIPTIONS, MERCHANTABILITY, THE QUALITY, WORKMANLIKE PERFORMANCE OR THE FITNESS FOR PURPOSE OF THE PRODUCTS, EQUIPMENT AND SERVICES WHICH ARE NOT EXPRESSLY SET OUT IN THE CONTRACT ARE EXCLUDED EXCEPT TO THE EXTENT SUCH EXCLUSION IS PROHIBITED OR LIMITED BY LAW AND ARE SUBJECT TO THE LIMITATIONS SET FORTH IN CLAUSES 7 AND 12. EIVA MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND GIVES NO WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN.

## 8. WARRANTY CLAIMS

8.1. The provisions of this Clause 8 shall apply if the Lessee makes any claim that EIVA is in breach of Warranty.

8.2. Any claim under a Warranty must be notified in writing to EIVA before the expiry of the Warranty Period by email addressed for the attention of the Quality Manager at [eiva@eiva.com](mailto:eiva@eiva.com).

8.3. In the event of any claim under the Warranty:

8.4. the Lessee must promptly notify EIVA of the claim and in any event within fourteen (14) days of the alleged fault first arising;

8.5. unless otherwise agreed by EIVA in writing, the Lessee must immediately cease use of the alleged defective Product or Equipment and confirm to EIVA that this has been adhered to;

8.6. EIVA commits to remedy all recorded defects by repair of the Products or Equipment. Such repair is the Lessee's sole remedy in the event of defects. Remedial action will take place at EIVA's facilities or an appropriate manufacturer's facilities appointed by EIVA, and the responsibility and cost of shipping the Products or Equipment to and from those facilities will be solely to the Lessee's account. If for practical reasons remedy has been agreed to take place on site, all costs relative to EIVA personnel, including but not limited to travel expenses, waiting time on site and other time spent, will be invoiced to the Lessee at cost plus a surcharge of fifteen percent (15%) to cover general and administrative costs;

8.7. EIVA may at its sole discretion decide to deliver a replacement of the defective Products or Equipment instead of repair. Any replacement shall be made available on an equivalent rental basis and the Lessee shall accept the same time of delivery as for the initial commencement of the Rental Period;

8.8. EIVA will investigate the claim and the Lessee shall provide all information and assistance that may be required by EIVA;

8.9. EIVA shall determine whether or not the Product or Equipment is defective under the Warranty and if it does determine that there has been a breach of the Warranty, shall decide at its discretion to either repair or replace the defective Products or Equipment or part thereof;

8.10. the Lessee shall in any event be responsible for the return of the repaired or replaced Product or Equipment and for all costs associated with the detachment, decommissioning,

removal, replacement and re-attachment, re-installation and re-commissioning;

8.11. risk of loss of or damage to Products or Equipment shall be with the Lessee at all times other than when they are in the sole custody of EIVA;

8.12. if the Lessee fails to retrieve any Product or Equipment returned to EIVA for inspection, repair, replacement, or servicing (whether under Warranty or otherwise) following notification by EIVA that such Product or Equipment is ready for collection or return, EIVA shall be entitled to exercise its rights under clause 5.6; and

8.13. EIVA may charge for diagnostics and testing performed in connection with any defect claim at its actual cost and labour rates. No such charges will apply if the defect is determined to be covered under Warranty or as otherwise explicitly agreed in writing by EIVA.

8.14. EIVA's only liability in respect of any Products or Equipment rented under the Contract in breach of the Warranty or otherwise relating to any allegation of defect shall be the repair or replacement of the defective Products or Equipment (or, in the case of EIVA Software, the provision of a workaround; and, in the case of Third Party Software, its obligations under clause 7.4) in accordance with this Clause 8.

8.15. EIVA shall not be liable for failure of the Products or Equipment to comply with the Warranty if any of the following events or circumstances applies:

8.16. the Lessee makes any further use of such Products or Equipment after giving notice under clause 8.4 unless otherwise agreed by EIVA in writing;

8.17. the defect arises because the Lessee has failed to follow EIVA's or a manufacturer's oral or written instructions as to storage, commissioning, installation, use and maintenance or good industry practice;

8.18. the defect arises as a result of EIVA following information contained in any Lessee Materials or other instructions of the Lessee;

8.19. the Lessee or a third party alters or repairs such Products or Equipment without EIVA's written consent;

8.20. the defect arises as a result of fair wear and tear, externally caused damage, negligence of the Lessee or any third party, or abnormal or inappropriate working conditions; and/or

8.21. the Lessee has failed to install or use the latest Software version recommended by EIVA where such failure could have avoided the defect.

## 9. CALIBRATION

9.1. Some Products may be subject to periodic calibration. Before delivery of the Products, EIVA controls that it carries a valid calibration. However, EIVA cannot be held responsible for calibrations that expire during the rental period.

## 10. MAINTENANCE, REPAIRS, LOSS AND DAMAGES

10.1. Lessee shall pay all costs, expenses, fees and charges incurred in connection with Lessee's use and operation of the Products. Lessee shall at its own cost and expense maintain, repair and service, or cause to be maintained, repaired and serviced, each item of the Products to keep it in the same condition as at delivery, except for ordinary wear and tear for the use intended by Lessee. Upon replacement of items of the Products, title to the replaced parts shall automatically be vested in EIVA.

10.2. If the Products are not returned in full operational condition to EIVA upon expiration of the Rental Period or EIVA finds the Products defective or damaged upon the Lessee's return of the Products, Lessee is liable to pay EIVA for any items missing at full replacement value and/or for the repair of the goods, with such costs being payable upon receipt of an invoice issued by EIVA in respect of such. Any such invoice covering loss or damages will reflect a surcharge of 15% for administration and service bringing the Products to an operational level. For the avoidance of doubt, the Products shall be deemed to remain on hire, and EIVA expressly reserves the right to charge the applicable daily rental fee, until the Products have been fully repaired and/or replaced and returned to operational condition.

## 11. INSURANCE

**11.1.** The Lessee shall ensure that it has in place adequate insurance in view of its obligations and risks under a Contract and the use of the Products by it.

**12. LIMITATION OF LIABILITY**

**12.1.** EIVA disclaims product liability to the widest extent possible under the applicable jurisdiction. The Lessee shall indemnify and hold EIVA harmless from any claims asserted against EIVA by any third party if the basis of such claim is the use and operation of the Products.

**12.2.** EIVA shall not have any liability for delays, missing deliveries or defects except as set out in clause 5, 7 or 8.

**12.3.** EIVA shall in no event be liable for loss of profit, loss of earnings, loss of savings, loss or corruption of data or other indirect or consequential losses (including environmental damage) due to delayed delivery or defective or malfunctioning Products, notwithstanding whether or not EIVA has been informed of such potential losses.

**12.4.** EIVA's liability for any loss or damage attributable to Products delivered by EIVA including EIVA's cost of repair and/or replacement, and including any liability and obligations under clause 16 (Intellectual property rights) shall in any event be limited to the lower of the (i) the paid rental price for the Product in question, or (ii) DKK 10.0 million. For the avoidance of doubt, regardless of whether the applicable rental fees exceed DKK 10,000,000, EIVA's aggregate liability under the Agreement shall in no event exceed DKK 10,000,000.

**13. PRICE AND PAYMENT**

**13.1.** The Prices are exclusive of amounts in respect of applicable taxes, tariffs and levies and any charges or imposts of any kind including VAT, sales taxes, import or export tariffs, excise duties and import or export duties or customs clearance or fees. The Lessee shall, on receipt of an invoice from EIVA, pay to EIVA, for onward payment to the applicable taxing authority, such additional amounts in respect of any such amounts as are chargeable under Applicable Laws on a supply of Products or Services. The price as stated in a Contract is a fixed price per time unit (hours, days, weeks or months whichever applies) except for applicable VAT and other taxes and duties. All prices are once a year adjusted according to the Danish retail price index.

**13.2.** The Lessee shall make all payments without withholding or deduction of, or in respect of, any tax unless required by applicable law. If any such withholding or deduction is required, the Lessee shall, when making the payment to which the withholding or deduction relates, pay to EIVA such additional amount as will ensure that EIVA receives the same total amount that it would have received if no such withholding or deduction had been required. If EIVA is required by law to pay the net amount, EIVA shall have the right to increase the amount invoiced such that the amount EIVA receives is the same total amount that it would have received if no such withholding or deduction had been required from the original sales value. The Lessee shall fully co-operate with EIVA and shall provide such assistance and documentary evidence as requested in order for EIVA to re-claim the withheld tax from the relevant tax authority.

**13.3.** Rental is handled on open account terms and will be invoiced continuously on a monthly basis. Payment is to be made by bank transfer according to the invoice forwarded by EIVA in connection with the rental of the Products.

**13.4.** All payments shall be received by EIVA within 30 days after the date of invoice (referred to as the "Due Date"). All costs of payment are for the Lessee's account. Late payments will be subject to interest in accordance with the provisions of the Danish Interest Act (renteloven).

**13.5.** If specifically requested by EIVA, the Lessee must before delivery of the Products initiate supply EIVA with a bank guarantee or "Confirmed Letter of Credit" for a certain amount against a first class bank reasonably acceptable to EIVA.

**13.6.** If the Lessee fails to fulfil the terms of payment, EIVA is entitled to cancel a Contract immediately, and to claim damages against the Lessee for both the losses incurred including loss of profits and any legal expenses required.

**13.7.** The Lessee shall not be entitled to retain any payment or set off any payment against any alleged outstanding claim against

EIVA unless such claim has been approved by EIVA or confirmed by the applicable courts, see clause 17.

**13.8.** If return of rented material is incomplete EIVA reserves the right to invoice the full agreed day rate on equipment for each day until all materials are returned. After 21 days of incomplete return EIVA can end the rental job and invoice the Lessee for replacing missing goods.

**13.9.** If applicable, all delivery, freight, handling, storage charges and any applicable export and import duties shall be in addition to the price charged at cost plus 15% unless otherwise arranged by the Lessee

**14. LESSEE'S DEFAULT**

**14.1.** If delivery of the Products is prevented or delayed for reasons attributable to the Lessee, payment will fall due no later than 30 days from the original date of Delivery according to a Contract.

**14.2.** EIVA reserves the right to claim damages for any loss including loss of profit, incurred by the Lessee's inability to take delivery of the Products, such as payment for waiting time.

**15. PROPERTY RIGHTS**

**15.1.** EIVA retains sole and exclusive title to the Products supplied on rental basis to any Lessee and the Products shall at any time be considered the property of EIVA.

**15.2.** The Lessee is unauthorised to remove any serial numbers and/or any similar numbers/codes that can be used to identify the Products as EIVA's property.

**16. INTELLECTUAL PROPERTY RIGHTS**

**16.1.** All Intellectual Property Rights in the Products shall at all times remain vested in EIVA or the owner thereof. All Intellectual Property Rights arising out of Services shall at all times remain vested in EIVA. The hire of the Products by the Lessee does not transfer any rights whatsoever to the design of or Intellectual Property Rights in the Products, nor does the Lessee have any licence to duplicate, manufacture or copy the Products or any of the supporting documentation supplied by EIVA other than strictly as stated in this clause 16 or, with regard to Software, in clause 17.

**16.2.** All drawings, designs, samples and technical and other Confidential Information and materials whatsoever supplied by EIVA at any time remain EIVA's exclusive property, must be returned upon demand, must be treated as confidential, and must not be loaned, copied or otherwise used without the consent in writing of EIVA except that any obligations contained in this clause shall not prevent any disclosure of Confidential Information which is required by law or court order.

**17. USE OF SOFTWARE**

**17.1.** In consideration of the payment of the Charges by the Lessee to EIVA, EIVA grants to the Lessee a personal, non-exclusive licence to use the EIVA Software in object code form (only) in accordance with a Contract including limitations on the use of the EIVA Software for the Rental Period.

**17.2.** Except to the extent expressly permitted in writing by EIVA, the Lessee agrees not to:

**17.3.** make any copies of the EIVA Software (in any form or media);

**17.4.** share with or sub-license, transfer, hire, rent, lease, loan, or make the EIVA Software or any copies of it available in any way to any third party;

**17.5.** adapt, vary, modify or alter the whole or any part of the EIVA Software or combine, merge or incorporate the EIVA Software into any other program;

**17.6.** disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the EIVA Software, or remove or circumvent any security devices present within the EIVA Software; nor attempt to do anything analogous to the foregoing.

**17.7.** The Lessee acknowledges it has no right to have any access to the EIVA Software in source code form, or in unlocked coding of any kind.

**17.8.** With respect to any Third Party Software, the Lessee accepts the terms of the applicable third parties' licences and maintenance agreements and shall only use the Third Party Software in accordance with the requirements of such licences

and agreements. The Lessee acknowledges that (without prejudice to clause 7.7) EIVA is not responsible for the functioning or performance of any Third Party Software or for any infringement claim caused by the use of Third Party Software and it is the responsibility of the Lessee to enforce any rights and remedies it has under the terms of the said licence and maintenance agreements against the relevant third party. With respect to Third Party Software that originates from Microsoft, such Third Party Software is provided subject to the relevant Microsoft End User Licence Agreement.

**17.9.** Where no separate third party licence agreement with regard to any specific Third Party Software is provided to the Lessee in accordance with clause 17.4, or such license terms are not contained within this Contract, then with regard only to such specific Third Party Software, the license provisions of clauses 17.1 to 17.3 shall apply as if in clauses 17.1 to 17.3 the definition "EIVA Software" reads "EIVA Software and Third Party Software".

#### 18. RISK AND INSURANCE OF PRODUCTS

**18.1.** It is the responsibility of the Lessee at its sole expense to insure the rented Products to its full value against all risks with EIVA as the sole indemnified party entitled to receive payments under the insurance. On request the Lessee must provide proof of such insurance. EIVA will on request provide details of the insurance value of the rented Products.

**18.2.** The Lessee has the full responsibility for the Products during the rental period, even if the Lessee fails to insure the goods.

**18.3.** The Lessee shall indemnify EIVA against all losses and liabilities (including legal expenses on a full indemnity basis) arising from the Lessee's breach of this Contract, or from the possession or use by the Lessee of the Products or their repossession.

#### 19. CONFIDENTIALITY

**19.1.** Each party undertakes that it shall not at any time during a Contract and after termination disclose to any person the Confidential Information of the other party, except as permitted by clause and shall only use the other party's Confidential Information as required to fulfil a Contract or to exercise its rights under it. No other rights or licenses are granted by the disclosing party to the receiving party merely by reason of disclosure of Confidential Information under a Contract.

**19.2.** Each party may disclose the other party's Confidential Information:

- 19.3.** to its Representatives (and in the case of EIVA to an Affiliate and their Representatives) who need to know such information for the purposes of carrying out that party's obligations under a Contract, subject to compliance with confidentiality obligations similar to those set out hereunder; or
- 19.4.** with the disclosing party's prior written agreement; or
- 19.5.** as may be required by law, court order or any governmental or regulatory authority.

**19.6.** Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in a Contract are granted to the other party or to be implied from a Contract. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

#### 20. SEVERABILITY

**20.1.** If any provision(s) of these conditions is/are finally determined to be invalid or unenforceable, the balance of these conditions shall remain in effect. In this case the provision(s) must be replaced by such valid and enforceable provision(s) as will come as close to the purpose and legal position of the invalid or unenforceable provision(s) as possible.

#### 21. ASSIGNMENT

**21.1.** EIVA shall be permitted to assign all of its rights and obligations under a Contract to any third party provided that the existing obligations are being carried out as agreed with the Lessee. The Lessee shall not be permitted to assign any or all of its rights

and obligations under a Contract without the prior written consent of EIVA.

#### 22. DISAGREEMENTS

**22.1.** Any dispute or claim arising out of or in connection with a Contract shall be governed by and construed in accordance with the laws of Denmark except for Danish choice of law rules.

**22.2.** Any dispute arising out of or in connection with a Contract shall be settled by the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) as the court of first instance. However, if the Lessee is a company registered in Denmark - or if the Maritime and Commercial Court of Copenhagen (Sø- og Handelsretten) cannot be chosen as venue - any dispute arising out of or in connection with a Contract shall be settled by the District Court in Aarhus, Denmark, as the court of first instance.

#### 23. ENTIRE AGREEMENT

**23.1.** The Contract and the documents referred to in it constitute the whole agreement and understanding of the parties and supersedes and extinguishes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.

**23.2.** Each of the parties to the Contract acknowledges and agrees that:

- 23.3.** in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person (whether party to the Contract or not) which is not expressly set out in the Contract; and
- 23.4.** the only remedy available to it for breach of any statement, representation, warranty or other term which is expressly set out in the Contract shall be for breach of contract under the terms of the Contract.

**23.5.** Nothing in this clause 23 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

**23.6.** The Contract and any documents, notices or communications arising under or in connection with it shall be written and interpreted in the English language. If the Contract or any associated documents are translated into another language, the English version shall prevail and govern in the event of any inconsistency or dispute. All performance, correspondence and records in connection with the Contract shall be maintained in English.

#### 24. RIGHTS OF THIRD PARTIES

**24.1.** No person who is not a party to a Contract has any rights under a Contract or may enforce any provision in the Contract.

#### 25. SANCTIONS

**25.1.** The Lessee warrants and represents that it is not a Restricted Party.

**25.2.** The Lessee will not use the Products:

- 25.3.** in connection with chemical, biological or nuclear weapons or other nuclear explosive devices, or missiles capable of delivering such weapons, or any other military end use that is in violation of Sanctions Laws, and shall not apply or make them available to any other person for such purpose; or
- 25.4.** in any manner that would constitute a violation of or would cause EIVA or its Affiliates, shareholders, officers or personnel to be in violation of or otherwise subject to penalties under, any Sanctions Laws.

**25.5.** The Lessee will not sell, lease or sublease, distribute, transfer, export or re-export the Products to a Restricted Party.

**25.6.** If the Lessee becomes a Restricted Party or EIVA reasonably believes that The Lessee has breached this clause 25, then without prejudice to any other rights or remedies that EIVA may have under the Contract or otherwise, EIVA shall be entitled to:

- 25.7.** suspend performance or any of its obligations under the Contract and/or any Order without any liability to EIVA; and/or
- 25.8.** terminate the Contract and/or any Order with immediate effect; and/or
- 25.9.** require the Lessee to return the Products.

**25.10.** EIVA shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from or is in connection with Sanctions Laws. Where, due to Sanctions Laws or export control restrictions, EIVA is unable to return Products to the Lessee, EIVA shall be entitled to store such Products at the Lessee's expense (in accordance with clause 5.7) or dispose of such Products at the Lessee's expense without liability to EIVA.

## 26. NO RE-EXPORT TO RUSSIA

**26.1.** The inclusion of the following clause is required by Article 12g of Council Regulation (EU) No 833/2011 (concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine), which mandates that contracts for the sale, supply, hire, transfer, or export of goods and technologies must include a contractual prohibition against re-exporting those goods to Russia or for use in Russia.

**26.2.** The Lessee shall not sell, lease or sublease, distribute, transfer, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2011 and/or The Russia (Sanctions) (EU Exit) Regulations 2019 ("Sanctioned Products").

**26.3.** The Lessee shall undertake its best endeavours to ensure that the purpose of clause 26 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

**26.4.** The Lessee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of clause 26.

**26.5.** Any breach of clauses 26, 26.3 or 26.4 shall constitute a material breach of these Terms or any Contract, and EIVA shall be entitled to seek appropriate remedies, including, but not limited to termination of any Contract.

**26.6.** The Lessee shall immediately inform EIVA about any problems in applying clauses 26, 26.3 or 26.4, including any relevant activities by third parties that could frustrate the purpose of clause 26. The Lessee shall make available to EIVA information concerning compliance with the obligations under clauses 26, 26.3 or 26.4 within two weeks of the simple request of such information.

**26.7.** Where EIVA has reason to believe that any Sanctioned Products have been sold, distributed, transferred, exported or re-exported directly into the Russian Federation EIVA shall be at liberty to notify the relevant Sanctions Authorities irrespective of any obligations of confidentiality that may exist between the parties.

## 27. COMPLIANCE WITH LAWS

**27.1.** The Lessee shall:

**27.2.** Comply with all Applicable Laws, including, but not limited to, those relating to:

**27.3.** not engaging in any activity which could constitute bribery or corruption and shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to (i) applicable anti-corruption laws of the United States or the country of the incorporation of The Lessee or any of its parent companies; (ii) the UK Bribery Act 2010; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries ("Relevant Anti-Corruption Requirements");

**27.4.** data protection and privacy, including (i) the UK GDPR and Data Protection Act 2018; (ii) the EU General Data Protection Regulation (GDPR); (iii) the US California Consumer Privacy Act, and any other relevant US federal or state legislation;

and shall implement appropriate technical and organisational measures to ensure the lawful processing of personal data under the Contract ("Relevant Data Protection Requirements").

**27.5.** act so as not to put EIVA, or its Affiliates or Representatives in breach of EIVA's anti-corruption policies and, where relevant, procedures notified from time to time ("Relevant Policies");

**27.6.** have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures to ensure compliance with the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, and any other requirements as necessary to comply with all other Applicable Laws;

**27.7.** promptly report to EIVA if it becomes subject to any investigation, inquiry, enforcement proceedings, or regulatory action in connection with any breach of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or other Applicable Laws;

**27.8.** immediately notify EIVA (in writing) if a foreign public official becomes an officer or employee of The Lessee or acquires a direct or indirect interest in The Lessee (and The Lessee warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);

**27.9.** from time to time if required by EIVA confirm in writing it has complied with clauses 27.3 to 27.10 and provide information reasonably required by EIVA in support of such compliance and provide all assistance to EIVA with any investigation in respect of the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws; and

**27.10.** promptly report to EIVA if it is the subject of any investigation, inquiry, or enforcement proceedings or is debarred or suspended by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Anti-Corruption Requirements, Relevant Data Protection Requirements, or compliance with other Applicable Laws.

**27.11.** The Lessee shall ensure that any person associated with it in connection with the Contract does so on the basis of a written contract which imposes terms equivalent to those imposed on the Lessee under this clause 27. The Lessee shall be responsible for the observance and performance of such persons, and shall be directly liable to EIVA for any breach by such persons.

**27.12.** Notwithstanding any other terms of the Contract and without prejudice to any accrued rights it may have under the Contract or otherwise, EIVA shall be entitled to suspend performance of the Contract in whole or in part with immediate effect if at any time the Lessee is in breach of clause 27.1 or 27.11 of the Contract or any of the events referred to in clause 27.3, 27.7 or 27.10 occur or are alleged and, in the opinion of EIVA, are prejudicial to EIVA's interests.

**27.13.** For the purpose of this clause 27, the meaning of "adequate procedures" and whether a person is "associated with" another person shall be determined in accordance with (i) applicable anti-corruption laws of the United States or the country of incorporation of the Lessee or any of its parent companies; (ii) the UK Bribery Act 2010 and any related guidance issued pursuant to that Act; (iii) the U.S. Foreign Corrupt Practices Act; or (iv) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries.

**27.14.** The Lessee shall indemnify, defend and hold harmless and keep EIVA indemnified against all sums suffered or incurred by EIVA and its Affiliates in respect of all and any demands, liabilities, expenses, claims (including but not limited to any settlements of claims whether before or after the issue of proceedings), judgment sums (including but not limited to sums arising from consent orders or judgments), damages, direct, indirect or consequential losses, costs (including but not limited to legal and other professional costs) suffered or incurred by EIVA and its Affiliates arising out of or in connection with any breach of any of the provisions of clause 27.1 or 27.11 by The Lessee.

## 28. EXPORT RESTRICTIONS

- 28.1. All items rented from EIVA are delivered by EIVA in compliance with Danish and International legislation concerning export control given the information provided by the Lessee.
- 28.2. The Lessee acknowledges that the export of the Products may be subject to export control regulations of the EU, UK and/or other applicable jurisdictions, and agrees as a condition of a Contract that the Products will not be used in contravention of the terms of any applicable governmental export control or other regulations, license, consent or permit.
- 28.3. The Lessee carries the responsibility if the Product is used outside the agreed scope and area or if EIVA is falsely informed about intended use.
- 28.4. It is the Lessee's responsibility to ensure compliance with both Danish and local laws regarding export control if Lessee wish to re-export the purchased items to a third party. EIVA shall not be held liable for any non-compliance by the Lessee or any third party.
- 28.5. The Lessee shall not be entitled to export the Products if there is any suspicion that the Products will be used in connection with military technology or purposes.
- 28.6. In the event that any requisite governmental licence, consent or permit or other authorisation is delayed or cannot be obtained in fulfilment of any Rental under a Contract, EIVA shall not be liable to the Lessee in respect of any loss, damage or other resultant financial penalty.

## 29. OVERSEAS OBLIGATIONS

- 29.1. The Lessee shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any applicable duties and levies.
- 29.2. The Lessee acknowledges that the export of the Products may be subject to the export control regulations of Denmark, and/or other applicable jurisdictions and agrees as a condition of a Contract that the Products will not be used in contravention of the terms of any applicable governmental export control or other regulations, licence, consent or permit.
- 29.3. In the event that any requisite governmental licence, consent or permit or other authorisation is delayed or cannot be obtained in fulfilment of any order under a Contract, EIVA shall not be liable to the Lessee in respect of any loss, damage or other resultant financial penalty.

## 30. TERMINATION

- 30.1. Each party shall be entitled to terminate a Contract with immediate effect by giving written notice to the other if:
  - 30.2. that other party fails to pay any undisputed amount due under a Contract on the required payment date (being the 'Due Date' in relation to sums owed by the Lessee) and remains in default not less than 10 Business Days after being notified in writing to make such payment; or
  - 30.3. that other party ceases trading, commences or is required to commence or participates in any activity associated with debt rescheduling, administration, bankruptcy, liquidation or winding up of the other party or other party's Affiliates or subject to an attachment order on any part of its assets and such attachment order is not discharged within 14 days; or
  - 30.4. that other party commits a material breach of its obligations under a Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
  - 30.5. any Force Majeure Event prevents EIVA from performing its obligations under a Contract for any continuous period of three months.
- 30.6. If any of the circumstances in clauses 30.2 or 30.3 occur, this shall be a material breach of obligations for the purposes of clause 30.4.
- 30.7. Termination of a Contract shall not prejudice any of the parties' rights and remedies which have accrued hereunder as at termination.

## 31. OBLIGATIONS ON TERMINATION

- 31.1. On termination, the Charges shall be immediately payable without demand.
- 31.2. Additionally, on termination of a Contract each party shall promptly:

- 31.3. return to the other party all Products, equipment, materials and property belonging to the other party that the other party had supplied to it or its Affiliates in connection with the supply and hire of the Products under a Contract;
- 31.4. return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- 31.5. erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- 31.6. on request, certify in writing to the other party that it has complied with the requirements of this clause.

## APPENDIX A: DEFINITIONS AND INTERPRETATION

The following words have the following meanings in these Terms, unless the context requires otherwise.

<b>“Affiliate”</b>	in relation to a party, shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time, “control” shall mean the ownership of at least 50 percent (50%) of the voting share capital of such entity or any comparable equity or ownership interest.	<b>“EIVA Software”</b>	means any Software, the Intellectual Property Rights to which are owned by EIVA or its Affiliates
<b>“Applicable Laws”</b>	means all laws, statutes, ordinances, rules, regulations, of any legislative, administrative, judicial or executive body with jurisdiction or apparent authority over any of the Products or Services being sold or provided under these Terms and any activity conducted in connection therewith as all of the foregoing may be amended and applicable and in effect from time to time.	<b>“EIVA”</b>	means EIVA A/S, whose registered office is Niels Bohrs Vej 17, 8660 Skanderborg, Denmark
<b>“Business Day”</b>	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business	<b>“Equipment”</b>	means tangible deliverables supplied for hire by EIVA under a Contract as specified in EIVA’s Quotation, excluding Software and documentation;
<b>“Charges”</b>	means the amounts to be paid by the Lessee to EIVA for hire of the Products and/or Services as specified in and all in accordance with the provisions of these Terms;	<b>“Force Majeure Event”</b>	means an event beyond the reasonable control of a party (or any person acting on its behalf), and includes, without limitation, acts of God, severe weather conditions, storms, floods, fires, sabotage, strikes, lockouts, other industrial disputes, vandalism, riots, civil commotion or other civil unrest, the effects of legislation, regulation, refusal of export licence or any other government refusal, embargo or intervention, or other legal intervention, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or severe transport disruption;
<b>“Consultant - Terms and Conditions”</b>	means the Consultant - Terms and Conditions available here <a href="#">EIVA webshop terms and conditions</a> .	<b>“Intellectual Property Rights”</b>	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and “Intellectual Property Right” means any one of the Intellectual Property Rights;
<b>“Confidential Information”</b>	means any confidential information disclosed by one party concerning the business or affairs of that party or its Affiliates, including but not limited to information relating to that party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and Lessees but excludes confidential information that is already in the public domain other than by breach of a confidentiality agreement between the parties or is already known to the other party without restriction;	<b>“Lessee Materials”</b>	means all and any information, specifications, plans, concepts, drawings, designs and other materials supplied by or on behalf of the Lessee, in any format.
<b>“Confirmation”</b>	means EIVA's written acceptance or acknowledgement of an order placed by the Lessee, confirming the agreed scope of supply, pricing, delivery terms, and, where applicable, shipment details, which may supplement or supersede the Quotation.	<b>“Lessee”</b>	means the company or other person identified in a Contract as the Lessee
<b>“Contract”</b>	means the contract for the supply of the Products and/or the Services made between EIVA and the Lessee (whether or not signed by them), which comprises these Terms, any front sheet or other documentation (including any quotation or attached document) setting out the specific terms of the Contract, including the agreed terms of an Order or Order Acceptance, and all agreed schedules and appendices;	<b>“Order Acceptance”</b>	means a written notification issued by EIVA stating expressly that the Order received has been accepted and will be performed, including any terms set out in such Order Acceptance;
<b>“Date of Shipment”</b>	means the date that the Products leave EIVA's location, as detailed in EIVA's Hire Quote; “Delivery” means the making available of the Products to the Lessee for hire which shall unless otherwise stated in these Terms be at EIVA's or its stated third party's premises in accordance with clause 5.1;	<b>“Order”</b>	means an order for Products and/or Services submitted by the Lessee in accordance with these Terms;
<b>“Delivery Date”</b>	means the date that Delivery is made as defined in clause 5.1	<b>“Prices”</b>	means the prices of the Products and any separately priced Services, as set out or referred to in a Contract;
<b>“Due Date”</b>	shall have the meaning in clause 13.4;	<b>“Products”</b>	means the Equipment and/or Software and/or documentation to be supplied for hire by EIVA to the Lessee under a Contract as specified in EIVA's Quotation;
<b>“Effective Date”</b>	means the date of the Contract.	<b>“Quotation”</b>	means a written offer issued by EIVA to the Lessee setting out, inter alia, the scope of supply, pricing, delivery terms, and, where applicable, shipment details, including the proposed method, destination, and estimated timing of shipment

<b>“Rental Period”</b>	means the period for which EIVA agrees to hire and the Lessee agrees to take on hire the Products as described in EIVA’s Quotation, subject to the provisions of this a Contract;
<b>“Representatives”</b>	means employees, officers, agents, consultants or sub-contractors of a party;
<b>“Restricted Party”</b>	means a person or entity that is listed on, or owned or controlled by a person or entity listed on, any Sanctions List, or that is otherwise a target or subject of Sanctions Laws;
<b>“Sanctions Authorities”</b>	means the Office of Foreign Assets Control, the US Department of Treasury, the United States Department of State, the European Commission, the Danish Ministry of Foreign Affairs (Udenrigsministeriet), HM Treasury, the UK Department of Business and Trade, Global Affairs Canada, the Canada Border Services Agency, the Australian Department of Foreign Affairs and Trade, the Monetary Authority of Singapore, the UN Security Council, and any other governmental body that administers Sanctions Laws;
<b>“Sanctions Laws”</b>	means all embargoes, regulations, codes, rules, decisions, directives or orders relating to and/or governing the imposition of economic, or financial sanctions or other trade embargoes imposed by any applicable Sanctions Authorities;
<b>“Sanctions List”</b>	means any list of embargoed countries, nations, jurisdictions, individuals or entities or other persons maintained by any applicable Sanctions Authorities or any similar list maintained or public announcement of sanctions made, by any applicable Sanctions Authorities;
<b>“Services”</b>	means the services listed or otherwise identified in the Contract
<b>“Software”</b>	means deliverables comprising computer code supplied as either EIVA Software, or Third Party Software in object code, whether embedded within Equipment, or supplied with Equipment, or supplied separately from Equipment, by EIVA under or in connection with a Contract;
<b>“Specification/s”</b>	means the EIVA issued or EIVA approved documentation describing the Products and/or Services, including any data sheets, manuals, service descriptions, functional specifications, performance criteria, or and/or implementation protocols as may be updated from time-to-time by EIVA.
<b>“Terms”</b>	means the general terms and conditions set out in this document;
<b>“Third Party Software”</b>	means any Software the Intellectual Property Rights to which are owned by a third party other than an Affiliate of EIVA;
<b>“Warranties”</b>	has the meanings stated in clause 4 and <b>“Warranty”</b> and <b>“Warrants”</b> shall be interpreted accordingly;
<b>“Warranty Period”</b>	means the period stated as such in a Contract, or if none is stated, then for the Rental Period, provided that for the Warranty Period, the Lessee complies with the maintenance provisions of a Contract or as stated in a separate maintenance agreement agreed between the parties.