



Euclid Systems Pty Ltd – Terms and Conditions (Rental and Service)

1. Definitions in these Terms and Conditions:

ACL means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Approved Installer means a person approved by Euclid to install the System or any part thereof.

Agreement means the Sales Order and these Terms and Conditions.

Code of Conduct means Euclid's Code of Conduct made available at Euclid's website from time to time.

Commencement Date means the commencement date as described in the Sales Order.

Documentation means any instruction manuals, user guides and other information relating to the System.

Equipment means the equipment as set out in the Sales Order.

Intellectual Property Rights means the rights to patents, licenses, trade marks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and/or servicing of the System and any enhancements or modifications relating to the same.

Monthly Fee means the fee charged for the provision of the Services and the Equipment by Euclid as provided in the Sales Order.

Sales Order means the Euclid Systems Sales Order in which these Terms and Conditions are referred.

Service Period means the period commencing on the Commencement Date and ending on the expiry or earlier termination of the Sales Order.

Terms and Conditions means these Euclid Systems – Terms and Conditions (Rental and Service).

Services means the provision of 24 hours per day, 7 days per week services associated with the Tracking Plans Software and any additional services of add-on options chosen by you and provided for in the Sales Order.

Support Services means the support services provided by Euclid during the Service Period to correct faults in the System or to assist you in operating the System.

System means the Tracking Plan Software and any hardware units and the Equipment provided by Euclid to you including those listed in the Sales Order.

Tracking Plans Software means the location management program offered by Euclid which uses web-based software owned by Euclid together with all data imputed by Euclid or you.

Undefined capitalised terms have the same meaning as in the Sales Order.

2. **Scope of Agreement:** 2.1 Euclid will lease to You the Equipment for the term of this Agreement on the terms and conditions set out in this Agreement. 2.2 Euclid will supply the Services to You on the terms and conditions set out in this Agreement. 2.3 The supply of the Services comprises of: (a) the supply of Services for the Service Period; (b) the supply of the Documentation; and (c) the supply of the Support Services until the expiry of the Service Period.
3. **Lease:** Euclid hereby leases to you, and you hereby lease from Euclid, the Equipment as set out in the Sales Order on the terms and conditions set out in this Agreement.
4. **Installation:** You must ensure that an Approved Installer installs the System in accordance with Euclid's instructions and testing procedures.
5. **Licence:** 5.1 Euclid hereby grants you a limited and non-transferable licence to Tracking Plans Software through the internet solely for the purpose of the System, subject to these Terms and Conditions. 5.2 Euclid hereby grants you a limited and non-transferable licence to the firmware which may be contained in each unit supplied to you by Euclid subject to these Terms and Conditions. 5.3 You must ensure that any of your officers, employees and agents who use the System or the licence granted to you under this clause 5 complies with these Terms and Conditions and the Code of Conduct.

6. **Your obligations in respect of the System:** 6.1 You will not, and will ensure that your officers, employees and agents will not use the System (or any part thereof) for any illegal, unlawful or offensive act/s and will ensure that it is used in accordance with all applicable laws, regulations, standards and industry codes of conduct. 6.2 You must not use any Equipment in connection with the System that has not first been approved in writing by Euclid. 6.3 You will comply with the reasonable directions of Euclid from time to time regarding the use of the System and the Documentation. 6.4 You indemnify Euclid against any claims, loss or damage (on a solicitor and client basis and whether incurred by or awarded against Euclid) that Euclid suffers or incurs, whether directly or indirectly, as a result of any breach of this clause 6.

7. **Your obligations in respect of Equipment:** The Equipment remains Euclid's property at all times. You must: (a) keep the Equipment in good order and repair, and properly operated and serviced so that the Equipment shall at all times be in the same condition as at the Commencement Date; (b) indemnify Euclid against any loss or damage to the Equipment howsoever caused; (c) not interfere with, alter, or make any addition to the Equipment nor alter any identifying mark or number; (d) keep the Equipment in your control and not attempt or purport to transfer, sell, dispose, or encumber the Equipment in any way; (e) not assign this Agreement or your rights under this Agreement; (f) use, and permit the use of, the Equipment only in accordance with Euclid's instructions; (g) at the expiration or earlier termination of this Agreement or upon Euclid becoming entitled to possession of the Equipment, deliver the Equipment in good order, repair and condition to Euclid's address or such other place that Euclid may direct in writing; and (h) immediately notify Euclid in writing of any loss or damage to the Equipment.

8. **Your warranties, acknowledgements and further obligations:** 8.1 You represent and warrant that all credit and financial information submitted to Euclid at any time is true and correct and shall remain so for the term of this Agreement. 8.2 You shall provide Euclid with such corporate resolutions, opinions of counsel, financial statements and other documents as Euclid shall request from time to time. 8.3 You, and in the case you are a corporation or other body corporate each of your directors, warrant that you are solvent and able to pay debts as they fall due. 8.4 You warrant that to the extent that you collect personal data of any person through the Equipment and/or System or any person who inputs personal data into the Equipment and/or System, you: (a) shall notify the individual whose personal data of the anticipated use of their personal data by you and Euclid; (b) shall collect and transfer to Euclid any such data in compliance with all applicable data protection, privacy and security laws; and (c) ensure that the individual is provided with a copy of Euclid's Privacy Policy as made available at its website. 8.5 You acknowledge that your purpose and use of the Equipment supplied by Euclid under this Agreement is not of a personal, domestic or household nature. 8.6 You acknowledge that the Tracking Plans Software and Equipment is of a complicated and technical nature and may have minor or inherent defects. Euclid will provide all reasonable programming and remedial services to correct documented code errors which are caused by a defect in an unaltered version of the Tracking Plans Software accessed on an operating system approved by Euclid as suitable for the Tracking Plans Software.

9. **Further Equipment and Transfer of Equipment:** 9.1 If you request Euclid, and Euclid agrees, to supply further equipment to you, then Euclid may (at its discretion) either require that you enter into a new agreement for the lease of that further equipment, or if no such agreement is entered into prior to your coming into possession of the further equipment (or any part thereof) the further equipment will be leased to you on the terms of this Agreement. 9.2 If you require to transfer the Equipment or System (or any part thereof) to a new vehicle, Euclid may charge an additional installation fee for the Equipment as set out in the Sales Order.



10. Support: 10.1 If you require support for the System, you will call Euclidic's customer support number as made available by Euclidic on its website, or as provided to you by Euclidic from time to time. 10.2 Euclidic will use all reasonable efforts to provide Support Services to you for the System during the Service Period. 10.3 Should you wish to receive Support Services after the Service Period, you must enter into a new agreement with Euclidic for the Support Services. 10.4 The Support Services do not include services resulting from: (a) misuse of the System; (b) failure to use the System in accordance with the Documentation; or (c) unauthorised attempts to repair, replace, modify or maintain the System by persons other than Euclidic or its authorised service providers.

11. Fees and Payment: 11.1 You will, unless mutually agreed between the parties, pay to Euclidic the Monthly Fee under the Sales Order. 11.2 If you fail to pay any amount when due, Euclidic may without prejudice to its other rights or remedies under these Terms and Conditions: (a) charge you interest on the amount owing from the due date until the date of actual payment at the base rate percentage charged by Euclidic's banking service providers from time to time plus 10%; and/or (b) suspend any Services provided under these Services Terms and Conditions. 11.3 Euclidic may vary any amounts payable by you under these Terms and Conditions upon giving you 30 days' written notice. 11.4 Any amounts specified in this Agreement or quoted to you by Euclidic exclude GST. If GST is or becomes payable in respect of any supply made by Euclidic to you, the payment for that supply shall be increased by an amount equal to the GST payable so that Euclidic retains the amount it would have retained but for the imposition of GST. Words or expressions used in this clause have the same meaning as defined in the *A New Tax Act System (Goods and Services Tax) Act 1999* (Cth).

12. Warranties: 12.1 Euclidic warrants to you that: (a) it has the full power and authority to license the Tracking Plans Software; and (b) to the best of its knowledge and belief the System does not infringe any intellectual property rights of a third party. 12.2 Except as expressly set out in this clause, and to the maximum extent permitted by law, all representations, conditions and warranties (whether express or implied, statutory or otherwise and including warranties as to the merchantable quality or fitness for any particular purpose of the System or the Documentation) are expressly excluded. 12.3 Under the Australian Consumer Law (the **ACL**), certain statutory guarantees (**Consumer Guarantees**) are conferred in relation to the supply of goods or services if: (a) the price of the goods or services is 40,000 Australian dollars or less; or (b) the goods or services are of a kind ordinarily acquired for personal, domestic or household use or consumption. You acknowledge that the Equipment supplied by Euclidic under this Agreement is not of a personal, domestic or household nature. 12.4 Where the Equipment or services supplied by Euclidic under this Agreement: (a) are personal, domestic or household in nature; and/or (b) do not exceed the value of 40,000 Australian dollars, then Euclidic limits its liability for breach of any Consumer Guarantee (at Euclidic's option): (c) in the case of the Equipment, repairing or replacing the Equipment or paying the cost of having the Equipment repaired or replaced; and (d) in the case of the services supplied under this Agreement, re-supplying the services or the cost of having the services re-supplied, and the parties agree it is fair and reasonable in all circumstances for the liability of Euclidic to be so limited. 12.5 Except for the Consumer Guarantees (if applicable), to the extent permitted by law, Euclidic excludes all warranties and conditions imposed by statute, at law, in fact or otherwise.

13. Limitation of Liability: 13.1 To the fullest extent permitted by law, Euclidic excludes liability for any loss or injury to any person, or any damage to, or loss or destruction of, property, directly or indirectly arising from the possession, control, operation condition or use of any Equipment. 13.2 Notwithstanding the foregoing, Euclidic's liability in connection with this Agreement or any Equipment

(including for breach of a condition or warranty implied into this Agreement by law) shall be limited (at Euclidic's sole discretion) to: (a) in the case of Equipment: (i) the replacement of the Equipment or acquiring equivalent equipment; (ii) paying the cost of replacing the Equipment or acquiring equivalent; (iii) repairing the Equipment; or (iv) paying the cost of having the Equipment repaired; and (b) in the case of services supplied under this Agreement: (i) the supplying of such services again; or (ii) paying the cost of having such services supplied again. (iii) In no circumstances shall Euclidic be liable to you for indirect or consequential loss or damage, or any loss of profits, business or opportunity, or any loss of data. (iv) Notwithstanding anything else in this clause, nothing in this Agreement is intended to exclude, restrict or modify any obligation of Euclidic if such obligation cannot be lawfully excluded. 13.3 Euclidic will not be liable whether in contract, tort (including negligence) or otherwise for any indirect or consequential loss or loss of profits suffered or incurred by you arising out of or in connection with the Agreement. 13.4 To the maximum extent permitted by law Euclidic will not be liable for any direct or indirect damage suffered by You in relation to any breach of data provided by You in connection with these Terms and Conditions except where the breach is a direct result of Euclidic's intentional misconduct. 13.5 Euclidic's liability arising out of all claims for damages under these Terms and Conditions will not exceed in aggregate the total amount actually paid by the Customer to Euclidic under these Terms and Conditions in the three months prior to the time such liability arises. 13.6 You agree that any failure or performance or breach on the part of Euclidic in the provision of the Services shall in no way affect your obligations to Euclidic under these Terms and Conditions. 13.7 Notwithstanding anything else in this Agreement, if section 102 of the ACL applies to the provision of the System to you, the System comes with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the System repaired or replaced if the System fails to be of acceptable quality and the failure does not amount to a major failure. The terms "major failure" and "acceptable quality" have the meanings given to them in the ACL.

14. Intellectual Property and Confidentiality: 14.1 You acknowledge that the Intellectual Property Rights in the System and Documentation are owned by Euclidic or its licensors. 14.2 You acknowledge that these Terms and Conditions do not transfer to you any Intellectual Property Rights in the System or any part thereof other than the limited licence granted under these Terms and Conditions. 14.3 You will not reproduce, translate, adapt, reverse engineer, vary or modify the Tracking Plans Software, the System generally or the Documentation other than to enable your employees, officers and agents to use the Tracking Plans Software in accordance with these Terms and Conditions and the Code of Conduct. 14.4 You must: (a) take all reasonable steps to prevent, and will ensure that your officers, employees and agents take all reasonable steps to prevent, any unauthorised access to the Tracking Plans Software and the System and to ensure the non-disclosure and confidentiality of the System and the Documentation; (b) not transfer, assign or otherwise deal with the System or Documentation or your rights under these Terms and Conditions; (c) maintain all copyright notices on the System and Documentation; and (d) ensure that you and your officers, employees and agents do not disclose any access passwords and will ensure that all passwords; (i) cannot be easily guessed; (ii) are changed regularly and as reasonably as requested by Euclidic; and (iii) if breached or compromised, notify Euclidic in writing immediately of any breach or the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the System, Documentation and/or any password. 14.5 Your obligations under this clause will survive the termination of the Agreement and any other agreement between you and Euclidic.

15. Termination: 15.1 On termination of the Agreement you: (a) will remain liable for payment of any charges that become due for



payment before or after termination; and (b) must immediately cease to use the Tracking Plans Software, the System and all Documentation and deliver to Euclidic all copies of the Tracking Plans Software, the System and Documentation in your possession or control, including all copies in the possession or control of your officers, employees and agents. 15.2 Within 30 days of termination, you must certify to Euclidic in writing that you have fully complied with your obligations under clause 15.1(b). 15.3 On termination of these Terms and Conditions, the licence granted under these Terms and Conditions will automatically cease. 15.4 If Euclidic terminates this Agreement for, or as a result of your default, or if You terminate this Agreement prior to the end of its term, You must pay to Euclidic upon demand: (a) any monies due and payable to Euclidic pursuant to this Agreement; (b) interest on overdue money; (c) any break costs incurred by Euclidic in terminating or replacing any fixed rate funding arrangements that it had entered into in connection with its financial commitment to you under this Agreement; and (d) an amount equal to all unpaid Monthly Fees which would have been payable for the remainder of term (or extended term, if the Agreement term has been extended) of this Agreement.

16. Customer Information: 16.1 You acknowledge that Euclidic, its officers, employees, agents and any third party providing the Services to You on behalf of Euclidic (collectively, **Agents**) may generate, and/or require use of existing information or data about you, your contractors or employees (**Customer Information**). You grant Euclidic and its Agents the right to use, copy, modify, store and disclose the Customer Information to the extent necessary so that Euclidic and its Agents can supply the Services and any enhancements or modifications to the same (**Information Licence**). 16.2 You will to the extent that the Customer Information contains personal information and/or sensitive personal information (as defined in the *Privacy Act 1988* (Cth)) about an individual (including your employee or contractor), procure from that individual all necessary consents required by law to enable that information to be used by Euclidic and its Agents in accordance with the Information Licence. 16.3 You acknowledge that Euclidic may be required to disclose Customer Information to government bodies, regulators, law enforcement, agencies and any other parties where disclosure is authorised or required by law. 16.4 You indemnify Euclidic and its Agents (and will continue to indemnify Euclidic and its Agents notwithstanding termination or expiration of these Terms and Conditions) for all loss (including losses, liabilities, penalties, damages, costs, charges and expenses) which Euclidic and/or its Agents may suffer or incur (whether in relation to the *Privacy Act 1988* (Cth) or otherwise) by reason of your failure to comply with this clause.

17. Service Information: 17.1 You acknowledge that Euclidic and its Agents may retain data in relation to the provision of the Services to You (**Service Information**) for research and development purposes in relation to Euclidic's services and equipment. 17.2 Euclidic may use the Service Information for the purposes of benchmarking and research. In this event, Euclidic will de-identify the relevant Service Information used.

18. Credit Reporting: 18.1 Euclidic may request a credit report about You from a credit reporting body which may contain information about your credit history. Euclidic will provide information to the credit reporting body that identifies You, as well as information relevant to the Sales Order. 18.2 Euclidic may also collect information relating to your credit history during the tenure of the Sales Order. Euclidic may disclose information relating to your credit history to credit reporting bodies so it may be included in your credit report.

19. Security: 19.1 Euclidic may require that you provide a security deposit equal to three months' rental fees for all rented Equipment which must be paid prior to installation. 19.2 You hereby charge in

favour of Euclidic all property (real or personal) owned by you to secure the payment of monies and performance of other obligations by you under this Agreement and Euclidic may do all thing necessary to perfect such charge, including (without limitation): (a) registering a caveat or other notice or charge upon the title of any registered property owned by you; and (b) registration of Euclidic's charge over your current, and acquired, personal property on the Personal Properties and Securities Register.

20. Personal property securities legislation: 20.1 This clause has effect despite any other provision of this Agreement. 20.2 For the purposes of this clause, PPS Law means the *Personal Property Securities Act 2009* (Cth) (**PPS Act**) and the regulations made under that Act as amended from time to time, and any amendment made to any other legislation as a consequence of the PPS Act, including, without limitation, amendments to the Corporations Act. 20.3 A term defined in the PPS Law has the same meaning when used in this clause. 20.4 You acknowledge and agree that: (a) Euclidic is not obliged to give any notice or provide copies of any documents required under the PPS Law (including notice of a verification statement) unless the obligation to give that notice or provide that document cannot be excluded; and (b) Euclidic may take all such steps as it considers necessary or desirable to register, protect, perfect, record, or better secure its rights, interest or position in respect of this Agreement or any Equipment under the PPS Law. 20.5 Euclidic may, by notice to you at any time, require you to do any or all of the following things: (a) take all steps, provide information, produce documents and obtain consents; (b) execute any notice, consent, document or amendment to this Agreement; and (c) do any other thing that Euclidic considers necessary or desirable to: (i) ensure that this Agreement or any security interest arising under this Agreement, is enforceable; (ii) register, protect, perfect, record, or better secure its rights, interest or position in respect of this Agreement or any Equipment under the PPS Law; (iii) preserve its priority position as contemplated by this Agreement; or (iv) overcome any defect or adverse effect arising from the PPS Law. 20.6 You must: (a) comply with the requirements of a notice under clause 20 within the time stated in the notice at your cost and expense; and (b) reimburse Euclidic's costs in connection with anything you are required to do under this clause.

21. PPS Lease: Where the term of the Agreement is for a period longer than 2 years, you hereby acknowledge and agree that Euclidic may register a PPS Lease security registration on the Personal Properties and Securities Register over the Equipment.

22. Insurance: 22.1 You must, with a reputable insurer, during the term and any extended term of this Agreement insure the Equipment in both your and Euclidic's name jointly against fire, theft, loss, and damage for its full insurable value. You will be responsible for any excess on any claim. You must provide Euclidic with copies of all insurance policies and any other relevant documentation, and to pay promptly all premiums. 22.2 You indemnify Euclidic against all claims and costs whatsoever arising out of the use, operation, or keeping of the Equipment or any defects therein.

23. Guarantee: 23.1 Euclidic may require you to provide a guarantor of your obligations under this Agreement, in which case this clause will apply. 23.2 In consideration of Euclidic agreeing to enter into this Agreement, the guarantor(s) named in this Agreement (each a **Guarantor**), hereby guarantee to Euclidic the due and punctual performance of your obligations under this Agreement. 23.3 As a separate and independent obligation the Guarantor agrees to indemnify Euclidic against all losses or damage which Euclidic may suffer or sustain as a result of the non-payment of any monies or the non-performance of any of your obligations under this Agreement whenever and as often as such event occurs. 23.4 The obligations of the Guarantor under this guarantee and indemnity are principal obligations imposed upon the Guarantor as principal debtor. Accordingly, the Guarantor acknowledges that Euclidic has



the right to make a claim or demand against the Guarantor pursuant to this guarantee and indemnity without having first taken any proceedings or recovery action against you or any other person. 23.5 This guarantee and indemnity is not to be considered as wholly or partly discharged unless and until all of the guaranteed moneys have been paid in full. 23.6 This guarantee and indemnity is not impaired or discharged by: (a) any variation (with or without the consent of the Guarantor) whenever made to this Agreement; (b) any breach, wilful or otherwise, of any of your obligations under this Agreement with or without your, any Guarantor's, or Euclidic's consent or knowledge; (c) the granting of time, credit, forbearance, indulgence, or concession to you or to any other Guarantor; (d) any compromise, abandonment, waiver, release, variation, or redemption or compounding by Euclidic of any of its rights under this Agreement or against any other Guarantor; (e) the unenforceability in whole or in part of this guarantee and indemnity against any other Guarantor or any other Guarantor that has not executed this agreement; (f) the fact that all or any part of the moneys owing by you may not or may cease to be recoverable from you or any other person liable for any reason (other than the same has been fully paid or satisfied); (g) the liquidation, death, insolvency or bankruptcy (as the case may be) of you or any Guarantor; (h) the avoidance for any reason by statute or otherwise of any payment by or on behalf of you or any Guarantor; (i) the transfer or assignment of the benefit of the Agreement to any person or company; (j) you being under any legal disability; or (k) any other matter or thing which but for this provision could or might operate to abrogate the effect of provisions of this guarantee and indemnity. 23.7 If there are two or more Guarantors then the obligations under this guarantee and indemnity binds them jointly and each of them severally. A reference to Guarantor means all Guarantors, any two or more and each of them. 23.8 Each Guarantor charges in favour of Euclidic to secure the payment of all moneys that become owing by them to Euclidic all interests in any land which they now own or of which they may become the owners. 23.9 Euclidic may assign, absolutely or by way of security, its rights under this guarantee.

24. Holding over: Unless you notify Euclidic in writing at least one month prior to the expiration of the term referred to in this Agreement that you will be delivering up the Equipment at the expiration of the term, the period of this Agreement shall be automatically extended for a period of three months (the **extended term**) at the same Monthly Fee and otherwise on the same terms and conditions as set out in this Agreement. If you fail to return the Equipment at the expiration of the term or any extended term (as applicable) then the period of this Agreement shall thereafter be deemed extended from month to month (the **holding over period**) at the same Monthly Fee and otherwise on the same terms and conditions as set out in this Agreement. The holding over period may be determined by Euclidic demanding possession of the Equipment.

25. Waiver: Euclidic may elect at any time to waive its rights in respect to any breach or repudiation by you but no such waiver in respect of any breach or act of repudiation shall affect Euclidic's rights in respect of any further, other, continuing, or recurring breach of act of repudiation.

26. Variation: 26.1 Any variation of this Agreement must be in writing signed by all parties to it. 26.2 In the event of any inconsistencies between this Agreement and any variation, the variation shall prevail.

27. Notice: Any notice to be given by Euclidic or its agent shall, without prejudice to any other method of giving the same, be deemed to have been given if posted to your address as specified in this Agreement (or at such other address notified in writing by you) on the second business day following such posting.

28. Severable: In the event that any provision contained in this Agreement is rendered void, invalid, or unenforceable then such provision shall be deemed severed from this Agreement without affecting the remaining provisions.

29. Assignment: 29.1 Euclidic may, without prior notice to you, sell or assign, either absolutely or by way of security, its rights or interests in this Agreement. 29.2 You shall not assign this Agreement without the consent of Euclidic. For the purposes of this clause, if you are a company or other body corporate, a transfer of the majority of shares or a change in your managerial control shall be deemed to be an assignment by you requiring Euclidic's consent.

30. Time of the essence: In respect of your obligations under this Agreement time is of the essence.

31. Force majeure: Neither party will be liable for any delay or failure in the performance of its obligations under these Terms and Conditions if such delay or failure is due to a force majeure event, being any cause outside its reasonable control including but not limited to acts of God, natural disaster, riot, malicious damage, fire or acts of any governmental authority. This clause does not apply to any obligation to pay money for liabilities incurred prior to the force majeure event.

32. Governing law: This Agreement is governed by the law in force in the State or Territory where Euclidic's office shown on this Agreement is located and the parties submit to the non-exclusive jurisdiction of the court that exercise jurisdiction in the State or Territory in relation to any proceedings about or in connection with this Agreement.

33. Miscellaneous: 33.1 This Agreement shall bind you, your successors, executors, and assigns and shall enure the benefit of Euclidic, its successors and assigns. 33.2 If more than one person/company is named in this Agreement, the liability of each shall be joint and several. 33.3 Euclidic's rights under this Agreement may be exercised by its nominees.

34. Interpretation: 34.1 Any reference in this Agreement to the singular shall include the plural and vice versa. 34.2 Any reference to a person includes a corporation and any other legal entity. 34.3 Any reference to the Equipment shall include any attachments to the Equipment or any part thereof, or accessories from time to time in addition to or in replacement of any part of the Equipment referred to in the Sales Order. 34.4 Any reference to "include", "includes", "including" or similar words does not imply limitation.

35. Blanks and corrections: You irrevocably authorise Euclidic to complete any blank spaces appearing in this Agreement and in particular to insert the Commencement Date, and the serial numbers and other identification data.