

ShireSystem



## Software Licence Agreement

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Date: 02/12/20

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You should print a copy of this Agreement for future reference.

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING, OPENING OR ACCESSING THE SOFTWARE:** This Agreement has been entered into on the date that the Software was first installed, opened or accessed.

**OPERATING SYSTEM REQUIREMENTS:** THIS SOFTWARE IS SUPPLIED AS HARDWARE AND OPERATING SYSTEM INDEPENDENT. PLEASE REFER TO OUR MINIMUM HARDWARE AND OPERATING SYSTEM REQUIREMENTS AS SPECIFIED IN OUR GUIDELINES MADE AVAILABLE TO YOU VIA OUR WEBSITE AT WWW.ELECOSOFT.COM OR VIA OUR SUPPORT DEPARTMENT.

**IMPORTANT NOTICE TO ALL USERS:** BY INSTALLING OR ACCESSING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT SHIRE SYSTEMS LIMITED WILL NOT MAKE THE SOFTWARE AVAILABLE TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS OR THE ACCESSING OF THE SOFTWARE.

## PARTIES

- (1) **Shire Systems Limited**, incorporated and registered in England and Wales with company number 01628050 whose registered office is at 66 Clifton Street, London, England, EC2A 4HB (**Shire**); and
- (2) **The Licensee**, the identity and address of which are set out in the Agreement Particulars (**Licensee**).

## BACKGROUND

- A. Shire is the entire legal and beneficial owner and licensor of the Software (as defined in clause 1.1) and makes the Software available to its Licensees by way of the granting of licences, among other means,
- B. The Licensee wishes to use the Software in its business operations.
- C. Shire has agreed to license the Licensee to use the Software on the terms set out in this Agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context does not so permit, the following words and expressions have the following respective meanings:

**Affiliate:** in relation to either Party, any legal entity controlling, controlled by or under common control with that Party, for which purpose “control” means direct or indirect possession of the power to direct or to cause the direction of the management or policies of the Party or entity in question, whether pursuant to the ownership of voting securities, by contract or otherwise;

**Beta Test Data:** data that has been specifically constructed for use during testing to test the ability of the Software to respond to unusual, extreme, exceptional or unexpected input;

**Confidential Information:** all technical or commercial know-how, specifications, inventions, processes or initiatives of either Party and any other information concerning that Party or its business, customers, products or services which the other Party may obtain directly or indirectly, or which may come to the other Party’s attention, from time to time, as a result of the parties having entered into this Agreement, subject to clause 5.1;

**Evaluation Licence:** a non-commercial licence granted by Shire to the Licensee for the sole and express purpose of evaluating or demonstrating the Software;

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

**Licence Fees:** the fees for the grant of this Licence, as notified by Shire to the Licensee;

**Live Data:** actual real world data, data that is relevant, of value, sensitive or essential to the normal everyday business function of the Licensee and which excludes Beta Test Data and data used by the Licensee pursuant to an Evaluation Licence;

**Party:** either Shire or the Licensee, as the context permits, and the expression “Parties” shall be read and understood accordingly;

**Software:** the computer programs which are the subject of this Licence, as specified by Shire to the Licensee;

**Software Specification:** such information regarding the functionality and performance of the Software, as may be provided by Shire to the Licensee from time to time;

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability; and

**Working Day:** Monday to Friday inclusive, with the exception of bank and public holidays in England and Wales.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires:
  - 1.3.1 words in the singular shall include the plural and in the plural shall include the singular;
  - 1.3.2 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
  - 1.3.3 a reference to one gender shall include a reference to the other genders; and
  - 1.3.4 any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 References to clauses are to the clauses of this Agreement.

## 2. LICENCE AND LICENSEE'S OBLIGATIONS

- 2.1 In consideration of the Licence Fee paid by the Licensee to Shire, receipt of which Shire hereby acknowledges, Shire grants to the Licensee, with effect from the Commencement Date, a non-exclusive licence, terminable in accordance with clause 2.2 or 2.3 commencing on and including the date of this licence to use the Software in accordance with the provisions of this Agreement (**Licence**).
- 2.2 If the Licence is an Evaluation Licence, it will terminate without notice after 30 days, unless the Licensee, prior to the expiry of the Licence, purchases from Shire a licence to use the Software, in which event the provisions of clause 2.3 will apply.

- 2.3 If the Licensee has purchased a licence to use the Software, the Licence shall continue without limit of time unless and until terminated by Shire either in accordance with the terms of this Agreement or pursuant to any other lawful right to do so.
- 2.4 In relation to scope of use:
  - 2.4.1 the Licensee's use of the Software shall be restricted to use of the Software in object code form for the purpose of processing the Licensee's data for the normal business purposes of the Licensee for the number of systems and concurrent users agreed between Shire and the Licensee from time to time;
  - 2.4.2 the Licensee's right to use the Software shall not include the right for any person other than the Licensee to use, or to receive the benefit of the use of, the Software;
  - 2.4.3 the Licensee may not use the Software other than as specified in clause 2.1 without the prior written consent of Shire, and the Licensee acknowledges that additional fees may be payable upon any change of use approved by Shire;
  - 2.4.4 the Licensee acknowledges that the Software is hardware independent and that the Licensee will comply with Shire's minimum requirements as specified in Shire's guidelines (as updated from time to time);
  - 2.4.5 the Licensee shall not, nor attempt to, copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
  - 2.4.6 the Licensee shall not, nor attempt to, reverse compile, disassemble, reverse engineer, vary, rent, lease, sub-licence, translate, merge, adapt or make error corrections to the Software or otherwise reduce to human-perceivable form all or any part of the Software, except to the extent that any reduction of the Software to human-perceivable form is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Licensee or is otherwise allowed by any applicable law, unless Shire is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Licensee shall request Shire to carry out such action or to provide such information (and shall meet Shire's reasonable costs in providing that information) before undertaking any such reduction; and
  - 2.4.7 the Licensee may not use any such information provided by Shire or obtained by the Licensee during any such reduction permitted under clause 2.4.6 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 2.5 The Licensee shall not:
  - 2.5.1 sub-license, assign or novate the benefit or burden of the Licence in whole or in part;
  - 2.5.2 allow the Software to become the subject of any charge, lien or encumbrance; and
  - 2.5.3 deal in any other manner with any or all of its rights and obligations under this agreement without the express prior written consent of Shire, such consent not to be unreasonably withheld or delayed.
- 2.6 Shire may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Licence, provided that Shire shall give written notice of the same to the Licensee.
- 2.7 Each party confirms it enters into this Agreement on its own behalf and not for the benefit of any other person.
- 2.8 Notwithstanding clause 4, a party assigning any or all of its rights under this Agreement may disclose to a proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the other party to the extent that such disclosure is reasonably necessary for the purposes of the proposed assignment,

provided that no disclosure pursuant to this clause 2.8 shall be made until notice of the identity of the proposed assignee has been given to the other party.

## 2.9 The Licensee shall:

2.9.1 not use the Software in connection with life critical areas such as nuclear facilities, air traffic control or communication systems or for any other purpose (whether of the kinds previously listed or otherwise) where the failure of the Software could lead directly to death, personal injury or physical environmental damage. A failure to comply with this clause 2.9.1 will be a material breach of this Agreement not capable of remedy and, in the event of the termination of this Agreement by Shire as a result of such breach, no refund of any prepayment of Licence Fees will be made;

2.9.2 not under any circumstances use the Software under an Evaluation Licence or for the purposes of evaluation on Live Data or in a live implementation;

2.9.3 keep all copies of the Software secure and to maintain complete, accurate and up-to-date records of the number and locations of all copies of the Software and their respective users, and produce such record to Shire upon request from time to time;

2.9.4 use reasonable endeavours to prevent any unauthorised access to, or use of, the Software notify Shire promptly of any such actual or suspected unauthorised access or use;

2.9.5 perform regular data exports and file backups, saving these to external storage media;

2.9.6 in the event that the Licensee makes, permits or suffers any use of the Software which is outside the scope of the Licence granted under this licence pay to Shire, by way of compensation for such authorised use, an amount equal to the additional fees which Shire would have levied (in accordance with its normal commercial terms in effect at the relevant time) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 4.4, from such date to the date of payment, without limiting any other right or remedy of Shire arising as the result of such unauthorised use.

2.10 The Licensee shall permit Shire, at reasonable times and upon reasonable prior notice being given, to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this licence, for the purposes of ensuring that the Licensee is complying with the terms of this Agreement.

## 3. GENERAL OBLIGATIONS OF SHIRE

3.1 Shire shall use reasonable endeavours to ensure that the functionality and performance of the Software will conform, in all material respects, to the Software Specification.

3.2 Shire shall, at its own expense, use all reasonable endeavours to rectify any failure on its part to comply with its obligations under clause 3.1 as soon as reasonably practicable, except to the extent that such failure arises as the result of:

3.2.1 any use of the Software other than in accordance with Shire's instructions or recommendations; or

3.2.2 any modification or alteration of the Software by any person or organisation other than Shire or its duly authorised contractors, agents or representatives.

The use of such endeavours by Shire constitutes the Licensee's sole and exclusive remedy for any failure by Shire to comply with its obligations under clause 3.1.

## 4. LICENCE FEES



- 4.1 The Licensee shall pay the Licence Fees to Shire.
- 4.2 Each payment of the Licence Fees shall become due on the date specified in, or determined in accordance with, the payment terms agreed between Shire and the Licensee (in each case **the due date**), subject to clause 4.3.
- 4.3 Shire shall issue invoices for each payment of the Licence Fees and the Licensee shall make each such payment in full, without deduction or set off, on or before the due date or, if later, within thirty (30) days of the date of the relevant invoice.
- 4.4 If Shire has not received any individual payment of the Licence Fees in full within five (5) Working Days following the due date, and without limiting any other rights and remedies of Shire, interest shall accrue on a daily basis on such payment at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 commencing on the due date and continuing until fully paid, whether before or after judgment. However, the foregoing provisions of this clause 4.4 shall not apply in relation to any part of the Licence Fees which is the subject of a bona fide dispute between the Parties. If, pursuant to the resolution or determination of any such dispute, any payment is agreed or determined to be due to Shire the provisions of this clause 4.4 shall apply in full to that payment, for which purpose the due date shall be the seventh (7<sup>th</sup>) day following the date of such agreement or determination.
- 4.5 All Licence Fees:
  - 4.5.1 shall be payable in pounds sterling by electronic transfer into such bank account as Shire shall specify from time to time;
  - 4.5.2 are non-cancellable and non-refundable; and
  - 4.5.3 are exclusive of value added tax, which Shire shall include in its invoices at the rate from time to time in force.

## 5. CONFIDENTIALITY AND PUBLICITY

- 5.1 Each party (**Receiving Party**) may be given or acquire access to Confidential Information from the other party (**Disclosing Party**) in order to perform its functions and obligations or exercise its rights, under or in relation to this Agreement. For the purposes of this clause 5 Confidential Information shall not include information that:
  - 5.1.1 is or becomes publicly known other than through any act or omission of the Receiving Party;
  - 5.1.2 was directly in the Receiving Party's possession and at its free disposal before the disclosure;
  - 5.1.3 was lawfully disclosed to the Receiving Party by a third party lawfully entitled to disclose the same, without any obligation of confidentiality being imposed on the Receiving Party in respect thereof; or
  - 5.1.4 is independently developed by the Receiving Party.
- 5.2 Subject to clauses 5.3 and 5.4 each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the exercise of its rights, and the performance of its functions and obligations, under this Agreement.
- 5.3 The Receiving Party shall, the provisions of clause 5.2 notwithstanding, be entitled to disclose Confidential Information of the Disclosing Party to such of its employees, officers, agents, contractors or professional advisers who have a genuine need to know the same in order to be able to carry out their duties in relation to this Agreement (in each case, **permitted individual**). The Receiving Party shall make each permitted individual aware of the obligations of confidentiality and non-use contained in this clause 5, and use reasonable endeavours to ensure that each permitted individual observes and performs these obligations including, where the permitted individual is an agent, contractor or professional adviser of the Receiving

Party, procuring that the permitted individual enters into a written confidentiality undertaking with Shire in terms at least equivalent to those contained in this clause 5.

- 5.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 5.4 it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 5.5 The Licensee acknowledges that details of the Software, and the results of any performance tests of the Services, constitute Confidential Information of Shire.
- 5.6 Neither Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 6. EXPORT

- 6.1 Neither Party shall export, directly or indirectly, any technical data acquired from the other Party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**Export Control Laws**) to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 6.2 Each Party undertakes:
  - 6.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
  - 6.2.2 if requested, to provide the other Party, at the reasonable cost of the other Party, with such assistance as it may require to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

## 7. LIMITATION OF LIABILITY

- 7.1 Except as expressly and specifically provided in this Agreement:
  - 7.1.1 Shire shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to it by the Licensee in connection with the Software, or any actions taken by Shire at the Licensee's discretion;
  - 7.1.2 all warranties, representation, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement, and
  - 7.1.3 the Software is provided to the Licensee on an "as is" basis.
- 7.2 Nothing in this Agreement excludes or limits the liability of Shire for:
  - 7.2.1 death or personal injury caused by Shire's negligence;
  - 7.2.2 fraud or fraudulent misrepresentation;
  - 7.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 7.2.4 any other matter liability for which cannot be limited or excluded as a matter of law.



- 7.3 Subject to clauses 7.1 and 7.2:
- 7.3.1 Shire shall not be liable, whether in tort, contract, misrepresentation, restitution, under any indemnity or otherwise for any loss of profits, loss of revenue, loss of business or of business opportunity, depletion or goodwill or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement and regardless of whether Shire had notice of the possibility of such losses arising; and
  - 7.3.2 the total aggregate liability of Shire in contract, tort, misrepresentation, restitution, under any indemnity or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Licence Fees paid by the Licensee for the Software during the 12 months immediately preceding the date on which the event, matter or circumstance giving rise to the liability arose or occurred.
- 7.4 Shire does not warrant:
- 7.4.1 that the Software or the Services will be free from Vulnerabilities or that the Licensee's use of the Software will be uninterrupted or error-free or that the Services; or
  - 7.4.2 that the Software or the results obtained by the Licensee through the use of the Software will meet the Licensee's requirements, or fulfil any specific commercial or operational objective of the Licensee, even if Shire had actual notice of such objective, and the Licensee acknowledges that the Software has not been developed to meet the specific requirements of the Licensee.
- 7.5 All references to "Shire" in this clause 7 shall, for the purposes of this clause 7 and clause 15 only, be treated as including all employees, sub-contractors and suppliers of Shire and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 11.

## 8. INTELLECTUAL PROPERTY

- 8.1 The Licensee acknowledges and agrees that, as between itself and Shire, all Intellectual Property Rights in the Software and the Documentation are vested in Shire in their entirety. Except as expressly provided herein, this Agreement does not grant to the Licensee any rights to, under or in, any Intellectual Property Rights or any other rights or licences of any kind in respect of the Software or the Documentation. The Licensee acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.
- 8.2 Shire warrants that it holds all such rights in relation to the Software and the Documentation as are necessary to grant all the rights it purports to grant under, and in accordance with, this Agreement.

## 9. TERMINATION

- 9.1 Without affecting any other right or remedy available to either party, Shire may terminate this Agreement with immediate effect by giving notice to the Licensee if:
- 9.1.1 the Licensee commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of five (5) Working Days after receipt of a notice from Shire identifying the breach in question and requiring it to be remedied; or
  - 9.1.2 the Licensee repeatedly or persistently breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to perform its obligations under this Agreement.
- 9.2 On termination of this Agreement for any reason:

- 9.2.1 all rights granted to the Licensee under this Agreement, including the Licence, shall immediately terminate and the Licensee shall immediately cease all use of the Software;
  - 9.2.2 the Licensee shall immediately pay all outstanding sums (if any) due to Shire under this Agreement;
  - 9.2.3 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; and
  - 9.2.4 any and all rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 9.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

## 10. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 11. REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 12. ENTIRE AGREEMENT

- 12.1 This Agreement constitutes the entire agreement between the parties regarding, and supersedes and extinguishes all previous agreements, promises, representations, statements, understandings and warranties between them, whether written or oral, relating to, its subject matter.
- 12.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any promise, representation, statement or warranty that is not incorporated into this Agreement by way of express provision.
- 12.3 Nothing in this clause 12 shall limit or exclude the liability of either party for fraud or for fraudulent misrepresentation.
- 12.4 Without limiting the generality of clause 12.1, this Agreement applies to the provision of all Software and related products or services by Shire to the Licensee and shall prevail over and apply to the exclusion of any terms or conditions contained or referred to at any time in any documentation tendered by the Licensee, in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed in writing by an authorised representative of Shire. Any purported provisions to the contrary at any time are hereby excluded.

## 13. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 14. SEVERANCE

- 14.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 15. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third Party which exists, or is available, apart from that Act.

## 16. NO PARTNERSHIP OR AGENCY

- 16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
- 16.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## 17. FORCE MAJEURE

- 17.1 Neither party (in each case **affected party**) shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, matters or circumstances beyond its reasonable control.
- 17.2 In such circumstances the time for performance of any such obligation shall be extended by such period as shall be reasonable in all the circumstances and in any event at least equivalent to the aggregate period for which performance of the obligation has been delayed or failed to be performed.
- 17.3 If the period of delay or non-performance continues for a period of ninety (90) consecutive days the other party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the affected party.
- 17.4 The provisions of this clause 17 shall not apply in the case of any failure or delay in the performance of any obligation to pay money.

## 18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1 The Licensee shall not, without the express prior written consent of Shire, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 Shire may at any time assign, transfer, charge, sub-contract or deal in any other manner with

all or any of its rights or obligations under this Agreement.

## 19. NOTICES

- 19.1 Any notice required to be given under this Agreement shall be in writing and shall be sent by pre-paid first class post to the other party at its address set out in the heading to this Agreement or to such other address as may have been notified by that party for such purposes, or sent by electronic mail to such address of the other party as each party shall notify to the other from time to time.
- 19.2 Subject to clause 19.3 any notice served in accordance with clause 19.1 shall be deemed to have been given at the following respective times:
- 19.2.1 in the case of a notice delivered by post, on the third Working Day after the date of posting (as evidenced by the relevant postmark); and
- 19.2.2 in the case of a notice sent by electronic mail, at the date and time on which the notice is sent (as evidenced by the date and time at which it is received into the recipient's Inbox).
- 19.3 Where, pursuant to the provisions of clause 19.2, a notice would be deemed to have been given on a day which is not a Working Day or where the actual time of receipt of a notice is later than 16:00 hours local time, that notice shall be deemed to have been given on the next following Working Day.
- 19.4 It shall be sufficient in proving service that the notice was correctly addressed to the recipient and, as the case may be, either delivered, committed to the post or sent.

## 20. GOVERNING LAW AND JURISDICTION

- 20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).