

## IMBA Professional Plus Series

For Windows™ 95/98/NT/2000/XP

Developed by

National Radiological Protection Board (NRPB)  
Chilton, Didcot, OXON OX11 0RQ, UK

In Association with

ACJ & Associates, Inc.  
129 Patton Street, Richland, WA 99352-1618, USA  
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(the "Co-Proprietors")

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This Software Incorporates NRPB's Proprietary IMBA Suite

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### END-USER LICENSE AGREEMENT FOR IMBA Professional Plus SOFTWARE, INCLUDING THE Base unit and the Add-Ons

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**IMPORTANT - READ CAREFULLY.** This IMBA Professional Plus End-User License Agreement ("EULA") is a legal AGREEMENT between the End-User and NRPB and ACJ & Associates, Inc., for the software product identified above ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA. *If you do not agree to the terms of this EULA, then DO NOT install or use the SOFTWARE PRODUCT.*

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### CONDITIONS OF USE

This SOFTWARE PRODUCT is licensed for Installation and Use on multiple computer systems under the direct control of the Licensee, under the conditions defined below in the END-USER AGREEMENT.

All recipients of this software shall hereby agree not to duplicate the installation CD-ROM(s) provided to them. On being provided by the "Co-Proprietors" with an updated version of the SOFTWARE PRODUCT, all recipients of an UPDATED SOFTWARE VERSION shall hereby also agree to uninstall the previous version completely from any and all machines on which it has been installed, and to keep only the original installation CD-ROM(s) for archival purposes. The Co-Proprietors will provide each recipient of updated software with a record of changes made to the software since the previous version.

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## END-USER AGREEMENT

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THIS AGREEMENT is made the Eighth day of April, 2003.

### PARTIES:

- (1) THE NATIONAL RADIOLOGICAL PROTECTION BOARD of Chilton, Didcot, Oxon OX11 0RQ, United Kingdom ("NRPB")
- (2) ACJ & ASSOCIATES, INC. of 129 Patton Street, Richland, WA 99352-1618, United States of America being a corporation (UBI#601863786: Federal EIN 911895278) registered in the State of Washington, USA (the "ACJ")

Together NRPB and ACJ are referred to as the "Co-Proprietors"

- (3) CUSTOMER ("the Licensee")

### RECITALS:

- (A) NRPB is the sole owner of the Integrated Modules for Bioassay Analysis ["IMBA"] (as defined below).
- (B) NRPB and ACJ & Associates, Inc. are the Co-Developers and Co-Proprietors of the software application known as "IMBA Professional Plus" which incorporates and implements IMBA (as defined below).
- (C) NRPB and ACJ are the Co-Proprietors and Distributors of the IMBA Professional Plus.
- (D) The Licensee wishes to have a non-exclusive License to use the SOFTWARE PRODUCT (as defined in the SCHEDULE) and receive support of the same on the terms set out below.

### OPERATIVE PROVISIONS:

#### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings;

**"CD-ROM"** means compact disk read only memory;

**"CPU"** means Central Processing Unit;

**"Concurrent Use"** means the simultaneous Use of the Licensed Software Product by not more than five users of the Licensee;

**"Distributor"** shall mean the Co-Proprietor supplying the Licensed Software Product to the Licensee;

**"IMBA"** means the suite of executable software modules owned and quality assured by NRPB which perform the actual calculations of intakes and/or doses resulting from intakes of radionuclides, and the associated radionuclide database files;

**"IMBA Expert<sup>®</sup>"** means the co-developed software editions entitled IMBA Expert<sup>™</sup> USDOE-Edition, IMBA Expert<sup>™</sup> CANDU-Edition, or IMBA Expert<sup>™</sup> OCAS-Edition, written in Microsoft Visual Basic 6 such that the User can perform bioassay calculations and dose assessments utilizing IMBA, together with the incorporated HTML Help files and Technical Documentation;

**"Licensed Software Product"** means the compiled software package as defined in the SCHEDULE, which incorporates the IMBA and IMBA Expert<sup>™</sup> software codes, HTML Help files and Technical Documentation;

**"Microsoft Visual Basic<sup>®</sup> 6.0"** means the current (as of August, 2001) version of Microsoft's Windows software application development system, where Visual Basic is a registered trademark of Microsoft Corporation.

**"HTML Help File"** means the compiled file written in Hypertext Markup Language (and incorporated

in the Licensed Software Product) to assist the User in navigating the software's User interface and in performing the various calculation tasks for which the software is designed.

**"Technical Documentation"** means the material incorporated in the HTML Help File which gives technical descriptions of IMBA, the methods used by IMBA to perform the various calculations, the quality assurance procedures applied to all IMBA Expert™ Software, and the sources of any recommended reference numerical values used in calculations.

**"Installation Instructions"** means the written instructions provided to the User to enable the User to install the Licensed Software Product on the User's computer systems;

**"License"** has the meaning expressed in Clause 3.1;

**"License Fee"** means the License fee specified in the Schedule for the Use of the Developed Software payable by the Licensee to the Co-Proprietor/Distributor;

**"Location"** means the location specified in the Schedule;

**"RAM"** means random access memory;

**"Software Distribution Agreement"** means the agreement dated April 2<sup>nd</sup>, 2003 between the Co-Proprietors regarding Distribution of the Developed Software;

**"Support Services"** means the services provided by the Distributor to the Licensee specified in Clause 4.2;

**"Support Software"** means support or diagnostic software provided by the Distributor to the Licensee as part of the Support Services (if any);

**"Systems"** means the Licensee's computer systems referred to in the Schedule;

**"Use"** means and is limited to:

- (a) utilization of the Licensed Software Product by copying, transmitting or loading the same into the temporary memory (RAM) or installing into the permanent memory of the System for the processing of the System instructions or statements contained in such Software Product;
- (b) copying the Licensed Software Product which is in machine-readable form for use by the Licensee on the Systems specified in Clause 3.2;
- (c) storing the whole or any part of the Licensed Software Product on the System or other storage unit or disk;
- (d) utilizing (but not copying) the HTML Help Files including the Technical Documentation in HTML format. However, as per Sub-Clause 13.1 below, on written application to ACJ & Associates, Inc., permission will be granted to the Licensee for any disclosure of Help File materials and Technical Documentation (in hard copy) required by any governmental agency having regulatory authority over the Licensee.

## **2. THE AGREEMENT**

- 2.1. NRPB and ACJ are the joint proprietors of the Licensed Software Product, which the Licensee has selected to run on the Systems pursuant to the License.
- 2.2. Under the Software Distribution Agreement the Co-Proprietors are entitled to distribute the Licensed Software product within defined territories and to License End-Users to Use the Licensed Software Product in accordance with the terms of this Agreement.

- 2.3. This agreement may be executed by either of the Co-Proprietors. Any Agreement executed by one co-proprietor shall be binding on both Co-Proprietors.

### **3. LICENSE**

- 3.1. Upon acceptance of this Agreement to the Distributor and payment of the one-time License Fee to the Distributor, the Distributor grants and the Licensee accepts a non-exclusive, non-transferable License to Use the Licensed Software Product concurrently on not more than **five** of the Licensee's Systems;

- 3.2. The License entitles the Licensee only to:

3.2.1. receive from the Distributor one master copy of the Licensed Software Product for Use on the Licensee's Systems on media appropriate to the Systems, together with the necessary Installation Instructions and HTML Help File to install and Use the same;

3.2.2. load, install and Use the Licensed Software Product on the CPUs of the Licensee's Systems with not more than five concurrent users;

3.2.3. load, install and Use the Licensed Software Product on a portable, lap-top or home computer where the Licensed Software Product is permanently installed on the hard disk(s) or other storage device(s) of the Licensee's Systems (but not a file server) for Use by the Licensee's relevant employee(s) or persons contracted by the Licensee to perform calculations in support of the Licensee's dosimetry program;

- 3.3. A person contracted by the Licensee to Use the Licensed Software Product (including the Help Files and Technical Documentation) to perform calculations in support of the Licensee's dosimetry program shall be required to Register with the Distributor in order to obtain written permission for such Use. The Licensee's Contractor shall be required to sign an Agreement with the Co-Proprietors to the effect that, on termination of the Contract with the Licensee that requires the Contractor to Use the Licensed Software Product in support of the Licensee's dosimetry program; (i) the Licensee's Contractor shall, within fourteen (14) days after the date of such termination, return the Licensed Software Product (including the Help Files and Technical Documentation) to the Licensee, and (ii) the Licensee's Contractor shall retain no copies of the Licensed Software Product (including the Help Files and Technical Documentation). On being granted the Co-Proprietors written permission, the Licensee's Contractor shall then be entitled to Use the Licensed Software Product (including the Help Files and Technical Documentation), but expressly and only in support of the Licensee's dosimetry program.

### **4. SUPPORT SERVICES**

- 4.1. The Co-Proprietors undertake to provide Support Services in respect of the Licensed Software Product upon the terms and subject to the conditions contained in this Agreement.

- 4.2. Support Services provided by the Co-Proprietors under this Agreement shall be limited to:

- 4.2.1. reasonable Help Desk facilities by e-mail at the address [imba@acj-associates.com](mailto:imba@acj-associates.com) (USA) and [imba@nrpb.org](mailto:imba@nrpb.org) (UK).
- 4.2.2. reasonable Help Desk facilities by telephone (509) 375-7718 between 08:00 and 17:00 Pacific Daylight Time (U.S.) Monday to Friday (excluding U.S. national holidays) for users outside the EC and associated states and +44 (0) 1235 822655 Monday to Friday for users within the EC and associated states;
- 4.2.3. such Help Desk facilities (4.2.1 and 4.2.2 above) shall be available free of charge to the Licensee for the period of one calendar year after initial delivery of the Licensed Software Product, and shall be limited to User help with the installation and operation of the Licensed Software Product for the purposes for which it was designed. Future support may be available at the discretion of the Co-Proprietors but may be subject to an additional charge;
- 4.2.4. correction of critical errors or assistance to overcome problems. The Co-Proprietors may, in their sole discretion, correct errors by “patch” or by new version;
- 4.2.5. receiving information on upgraded versions of the Licensed Software Product. For the purposes of this Agreement, upgraded versions of the Licensed Software Product shall mean enhancements, improvements or modifications to the Licensed Software Product. The Co-Proprietors may, on request by the Licensee, provide upgraded versions of the Licensed Software Product. Such upgraded versions shall be subject to an additional Sub-License Fee which shall be agreed between the Licensee and Distributor in advance;

## **5. LICENSE FEE AND SUPPORT CHARGES**

- 5.1. The License Fee is payable by the Licensee to the Distributor in advance. Once the fee has been received by the Distributor, the Licensed Software Product will be dispatched. These arrangements may be amended at the discretion of the Distributor.
- 5.2. Any Support Charges for Help Desk support beyond the initial one-year period of free Help Desk support, and any additional Technical and/or Scientific Support Services related to applications of the Licensed Software Product shall be provided by the Distributor, in its sole discretion. Charges for such additional Support Services shall be agreed between the Licensee and Distributor in advance, and shall be invoiced by the Distributor.
- 5.3. The Distributor may, in its sole discretion, offer to provide such additional Support Services on a renewable annual basis, for which the Support Charge would be invoiced and payable in advance.
- 5.4. All charges herein before referred to are exclusive of and net of any taxes, duties or such other additional sums including, but without prejudice to the foregoing generality, value added or purchase tax, excise tax, tax on sales, property or use; import or other duties, whether levied in respect of this Agreement, the Licensed Software Product, its use or otherwise.

## **6. SOFTWARE SUPPORT AND ENHANCEMENT**

- 6.1. The Distributor offers Support Services and enhancement of the Licensed Software Product in accordance with the provisions of this Agreement. As part of such Support, the Distributor may provide the Licensee with Support Software and in such an event the Support Software shall be subject to the terms of the Sub-License above but limited to the extent of the Support Services only.
- 6.2. Where the Licensed Software Product is dependent upon other software or other products, the Licensee shall not receive Support Services in respect of the Licensed Software Product without also having such other software or products with respect to which the Licensed Software Product depends.
- 6.3. The Distributor shall charge additionally for services requested by the Licensee which are not specifically covered by this Agreement, such charge shall be agreed between the Co-Proprietors and the Licensee in writing prior to the provision of any such services.

## **7. LICENSEE'S UNDERTAKINGS**

- 7.1. The Licensee undertakes:
  - 7.1.1. not to copy the Licensed Software Product (other than for normal system operation and as specified in Clause 5 above) or the Support Software nor otherwise reproduce the same provided that the Licensee may copy the Licensed Software Product for back-up purposes or incidentally, in the course of converting the Licensed Software Product in accordance with 7.1.3 below;
  - 7.1.2. not to translate, adapt, vary, modify the Licensed Software Product or Support Software;
  - 7.1.3. not to disassemble, decompile or reverse engineer the Licensed Software Product or Support Software.

In addition, the Licensee undertakes:

- 7.2. to maintain accurate and up-to-date records of the number and location of all copies of the Licensed Software Product and Support Software;
- 7.3. to supervise and control Use of the Licensed Software Product and Support Software in accordance with the terms of this Agreement;
- 7.4. to replace the current version of the Licensed Software Product and Support Software with the upgraded version forthwith upon receipt;
- 7.5. to reproduce and include the copyright notices of NRPB and ACJ on all and any copies, whether in whole or in part, in any form, including partial copies of the Licensed Software

Product and Support Software made herein;

- 7.6. not to provide or otherwise make available the Licensed Software Product or Support Software in whole or in part, in any form to any person other than the Licensee's employees or persons contracted by the Licensee to perform calculations in support of the Licensee's dosimetry program without prior written consent from the Co-Proprietors;
- 7.7. within thirty (30) days after discontinuance of this Agreement for whatever reason (other than with respect to the Support Services only), to return or destroy (as the Distributor shall instruct) the Licensed Software Product and, in the event of termination of the Support Services, the Support Software and all copies, in whole and in part, in any form including partial copies or modifications of the Licensed Software Product or Support Software received from the Distributor or made in connection with this Agreement and all documentation relating thereto and to furnish the Distributor with a certificate, certifying that the same has been done, unless the Licensee has obtained the Co-Proprietors' prior written authorization to retain one copy for archive purposes for a period of time sufficient to either support the Licensee's obligations to any agency having regulatory authority over the Licensee or to support litigation.

## **8. SUPPORT NOT INCLUDED AND WHICH SHALL BE CHARGED FOR**

- 8.1. The following are not Support Services and additional fees shall be payable (as agreed by the Co-Proprietors) by the Licensee to the Distributor for these and for the avoidance of doubt such additional fees shall become part of the Support Charges:
  - 8.1.1. support of other software, accessories, attachments, machines, systems or other devices not supplied by the Distributor nor listed in the Schedule;
  - 8.1.2. rectification of lost or corrupted data arising for any reason other than the Distributor's own negligence;
  - 8.1.3. support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Licensed Software Product or the System or operating environment made by the Licensee;
  - 8.1.4. attendance to faults caused by using the Licensed Software Product outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Licensed Software Product;
  - 8.1.5. diagnosis and/or rectification of problems not associated with the Licensed Software Product;
  - 8.1.6. loss or damage caused directly or indirectly by operator error or omission.

## **9. WARRANTY**

- 9.1. The Licensee acknowledges that the Licensed Software Product and the Support Software in general are not error-free and agrees that the existence of such errors shall not constitute a breach of this Agreement.
- 9.2. The Distributor expressly warrants that for a period of 180 days from the date of delivery (the "warranty period") the Licensed Software Product, support Software and Support Documentation provided by the Co-Proprietors shall conform in all respects to the specifications set forth in the Preface to the User Manual.
- 9.3. In the event that the Licensee discovers an error which substantially affects the Licensee's use of the same and notifies the Distributor of the error within the warranty period, the Distributor shall at its sole option either refund the License fee or use all reasonable endeavors to correct

by patch or new release (at its option) that part of the Developed Software which does not so comply PROVIDED THAT such non-compliance has not been caused by any modification, variation or addition to the Developed Software or the Support Software not performed by the Distributor or caused by its incorrect use, abuse or corruption of the Licensed Software Product or the Support Software or by use of the Licensed Software Product or the Support Software with other software or on equipment with which it is incompatible.

- 9.4. To the extent permitted by the applicable law, the Co-Proprietors disclaim all other warranties with respect to the Licensed Software Product and Support Software, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any purpose beyond the scope of the software specifications.
- 9.5. Although the Co-Proprietors do not warrant that the Licensed Software Product or the Support Software supplied hereunder shall be free from all known viruses commercially reasonable efforts have been taken to check for the most commonly known viruses prior to packaging but the Licensee is solely responsible for virus scanning the Licensed Software Product, prior to installation.

## **10. CO-PROPRIETORS' LIABILITY**

- 10.1. The Co-Proprietors shall not be liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Licensed Software Product, the Support Software, its use, the Support Services or otherwise, including but not limited to, loss of profit, data, or use of the software or special, incidental or consequential damages. Such liability shall be limited to the one-time License Fee.
- 10.2. Notwithstanding the generality of 10.1 above, the Co-Proprietors expressly exclude liability for consequential loss or damage which may arise in respect of the Licensed Software Product, the Support Software, its use, the System or in respect of other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 10.3. The Co-Proprietors do not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of NRPB, the Distributor their employees or authorized representatives.

## **11. COPYRIGHT, PATENTS, TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The Licensee acknowledges that any and all of the copyright, trade marks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Licensed Software Product the Support Software and Support Documentation shall be and remain the sole property of NRPB, or the joint property of the Co-Proprietors, as the case may be. The Licensee shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership of NRPB or ACJ.
- 11.2. In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, the Licensee acknowledges the same shall be the property of the Co-Proprietors unless otherwise agreed in writing by the Co-Proprietors.
- 11.3. The Licensee shall indemnify the Co-Proprietors fully against all liabilities, costs and expenses which the Co-Proprietors may incur as a result of work done in accordance with the Licensee's specifications involving infringement of any patent or other proprietary right.

## **12. INDEMNITY**

- 12.1. The Co-Proprietors agree to indemnify and save harmless and defend at its own expense the Licensee from and against any and all claims of infringement of copyright, patents, trade marks, industrial designs, or other intellectual property rights affecting the Licensed Software Product, the Support Software and the Support Documentation as the case may be PROVIDED THAT (i) the Licensee shall not have done, permitted or suffered to be done

anything which may have been or become an infringement of any rights in any copyright, patent, trade mark or other rights as hereinbefore provided, and (ii) the Licensee shall have exercised a reasonable standard of care in protecting the same; failing which the Licensee shall indemnify the Co-Proprietors or the Owner against all actions, proceedings, costs, claims and expenses incurred in respect thereof.

- 12.2. The Licensee undertakes that the Co-Proprietors shall be given prompt notice of any claim specified in 12.1 above that is made against the Licensee, or the Co-Proprietors. The Co-Proprietors shall have the right to defend any such claims and make settlements thereof at its own discretion and the Licensee shall give such assistance as the Co-Proprietors or the Owner may reasonably require to settle or to oppose any such claims.
- 12.3. In the event that any such infringement occurs or may occur, the Co-Proprietors may at their sole option and expense:
  - 12.3.1. procure for the Licensee the right to continue using the Licensed Software Product, Support Software or Support Documentation or infringing part thereof; or
  - 12.3.2. modify or amend the Licensed Software Product, Support Software or Support Documentation or infringing part thereof so that the same becomes non--infringing; or
  - 12.3.3. replace the Licensed Software Product, Support Software or Support Documentation or infringing part thereof by other Co-Developed Software of similar capability; or
  - 12.3.4. repay to the Licensee the Sub-License Fee relating to the whole or the infringing part of the Licensed Software Product, Support Software or Support Documentation.

### **13. CONFIDENTIAL INFORMATION**

- 13.1. All information, data, drawings, specifications, documentation, listings, source or object code which the Co-Proprietors may have imparted and may from time to time impart to the Licensee relating to the Licensed Software Product, Support Software (other than the ideas and principles underlying the same) or Support Documentation or procedures or modems is proprietary and confidential. The Licensee hereby agrees that it shall use the same solely in accordance with the provisions of this Agreement and that it shall not at any time during or after expiry or termination of this Agreement (in whole or with respect to the Support Services only), disclose the same, whether directly or indirectly to any third party without the Co-Proprietors' prior written consent. Permission will be granted for any disclosure required by a governmental agency having regulatory authority over the Licensee.
- 13.2. The Licensee further agrees that it shall not itself or through any subsidiary, or third party modify, vary, enhance, copy, sell, lease, license, sub-license or otherwise deal with the Licensed Software Product, Support Services Software or Support Documentation variations, modifications, copies, releases, versions or enhancements thereof or any or have any Licensed Software Product, Support Software or Support Documentation or other program written or developed for it based on any confidential information supplied to it by the Co-Proprietors unless the Licensee has obtained the written consent of the Co-Proprietors to do so.
- 13.3. The foregoing provisions shall not prevent the disclosure or use by the Licensee of any information which is or hereafter, through no fault of the Licensee, becomes public knowledge or to the extent permitted by law.

### **14. FORCE MAJEURE**

- 14.1. The Co-Proprietors shall be under no liability to the Licensee in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of *force*

*majeure*, namely, circumstances beyond the control of the Licensor which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority; inability to supply the Licensed Software Product, Support Software, Support Documentation or the Support Services; the breakdown of equipment and labor disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bars, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).

## **15. TERMINATION**

- 15.1. In addition to provisions for termination as herein provided, the Co-Proprietors (jointly or severally) may by notice in writing to the Licensee terminate this Agreement if any of the following events shall occur:
- 15.1.1. if the Licensee is in material breach of any term, condition or provision of this Agreement or required by applicable law and fails to remedy such breach (if capable of remedy) within 30 days of having received written notice of such breach from NRPB or the Distributor;
  - 15.1.2. if the Licensee, being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law, or any similar law in another jurisdiction, to be unable to pay its debts.
- 15.2. Termination, howsoever or whenever occasioned shall be subject to any rights and remedies the Co-Proprietors may have under this Agreement or in law.
- 15.3. In the event that this Agreement expires or terminates with respect to the Support Services only, the Licensee shall comply with the provisions of Clause 7.7 where the same relates to any Support Software and Support Documentation supplied by the Co-Proprietors (as the case may be) in performance of the Support Services under this Agreement.

## **16. ASSIGNMENT**

- 16.1. The Licensee shall not assign or otherwise transfer all or part of the Licensed Software Product, Support Software, Support Documentation or this Agreement without the prior written consent of the Co-Proprietors.

## **17. WAIVER**

- 17.1. Failure or neglect by the Co-Proprietors to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Co-Proprietors' rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Co-Proprietors' rights to take subsequent action.

## **18. HEADINGS**

- 18.1. The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of these terms and conditions of this Agreement.

## **19. SEVERABILITY**

- 19.1. In the event that any of the terms, conditions or provisions contained in this Agreement shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

## **20. NOTICES**

- 20.1. Any notice to be given by either party to the other may be sent by recorded delivery to the address of the other party as appearing herein or such other address as such party may from time to time have communicated to the other in writing and if so sent shall be deemed to be served 7 working days following the date of posting.

**21. LAW**

- 21.1. The parties hereby agree that the Agreement concluded between them and constituted on these terms and conditions shall be construed in accordance with the following law.

For Licensees outside the EC and associated states:

The laws of the State of Washington excluding application of conflict of law statutes and principles, and the Courts in Spokane County, Washington shall have exclusive jurisdiction to determine any dispute arising from this Agreement.

For Licensees within the EC and Associated States:

The laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts.