



## CIVICA THIRD PARTY SOFTWARE & SERVICES TERMS AND CONDITIONS

### 1. Definitions

1.1 The following definitions apply to this Agreement:

**Act** means the European General Data Protection Regulation being Regulation (EU) 2016/679 and the Data Protection Act 2018 and any replacement legislation thereof in the UK.

**Annual Fees** means recurring fees payable by Customer in order to continue to use the Services and/or the Software, as set out in the Order Form, if any.

**Civica Account Manager** means the person nominated by Civica as its authorised representative who will be the prime point of contact for the purpose of this Agreement as shown in the Order Form.

**Confidential Information** means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customised specifications, system configurations, user guidance, training handouts, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Agreement.

**Agreement** means these Civica Third Party Software & Services Terms and Conditions, the Special Terms and the Order Form which together make the agreement between Customer and Civica once the Order Form has been signed.

**Customer** means the entity shown on the Order Form.

**Customer Responsibilities** means those obligations to be performed by Customer as detailed in this Agreement, and in particular detailed in the Special Terms.

**Customer Contact** means the person nominated by Customer as its authorised representative who will be the prime point of contact for the purpose of this Agreement as shown in the Order Form.

**Fees** means any or all charges payable under this Agreement including the Licence Fees, service charges and support fees by Customer to Civica as detailed in the Order Form.

**Force Majeure** means any event beyond the reasonable control of a party to this Agreement including, without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies.

**Intellectual Property Rights/IPR** means all intellectual and industrial property rights including copyright, licence, patents, know-how, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process.

**Licence Fees** means the software licence fees as detailed in the Order Form.

**Maintenance Release** shall mean a new release of the Software that is substantially the same as the current Software, which is issued by the Third Party Software owner in order to remove known errors or otherwise improve or enhance the Software.

**New Version** shall mean a release of the Software that incorporates significant new or additional functionality and features provided by the Third Party Software owner.

**Open Source Software** means software that is supplied on an "as is" basis and is supplied to Customer with all of the rights granted under the applicable licence.

**Order/Order Form** means Civica's completed order form called "Order Form for Third Party Software & Services".

**Product(s)** means any hardware and/or Third Party Software.

**Services** mean any services provided by Civica under this Agreement as detailed in the Order Form including any implementation services and the Support Services, if any, and provision of the Third Party Software.

**Software** means Third Party Software and Open Source Software licensed to, or made available to Customer under this Agreement, as listed in the Order Form, together with any updates or Maintenance Releases (but excludes New Versions).

**Special Terms** means any special, additional or varied terms and conditions including third party terms and conditions, including but not limited to third party software owner's licensing terms and conditions, that are set out in the Order Form and form part of this Agreement or which accompany the third

party software, or that have previously been agreed in writing between Customer and the third party software owner.

**Start Date** means the date shown in the Order Form when the Software is ready for use in a live environment by Customer and when Support Services, if any, start.

**Support Services** means the maintenance and support services for the Software as described in the Order Form.

**Third Party Software** means any third party software, listed in the Order Form, supplied to Customer.

**User** means (i) each individual person (end user) at Customer sites using and/or accessing the Software calculated on a concurrent basis; and/or (ii) the number of authorised devices, as detailed in the Order Form.

**Working Day** means 0900 – 1700 hours on a Monday to Friday excluding English public holidays.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Customer and Civica agree that these terms and conditions, together with any Special Terms shall apply to this Agreement, and that in the event of, and to the extent of, any conflict or inconsistency between the:

1.5.1 Special Terms and these terms and conditions, the Special Terms shall prevail; or

1.5.2 the Order Form and these terms and conditions, the terms and conditions shall prevail.

### 2. Agreement Term

2.1 In consideration of Customer paying the Fees, Civica shall provide the Services to Customer on the terms of this Agreement from the Start Date.

2.2 Customer shall pay the Fees to Civica subject to the terms of this Agreement.

2.3 The term of this Agreement shall be for the minimum period stated in the Order Form or, if no such period is stated, for a period of three years from the Start Date.

2.4 The Agreement shall continue for the minimum period unless otherwise terminated in accordance with Clause 13.

### 3. Obligations of Civica

3.1 Civica shall:

3.1.1 provide the Services using reasonable care and skill;

3.1.2 if applicable, from the Start Date provide the Support Services.

3.2 The Software shall be licensed to the Customer from the Start Date, subject to Customer paying the relevant Fees in accordance with the Special Terms.

Support Services will be provided subject to Customer paying the Annual Fees and Licence Fees each year on the anniversary of the Start Date until this Agreement is properly terminated in accordance with Clause 2.4. No refund will be given for Fees paid in advance on termination.

3.3 Civica shall not be liable for any failure to provide or delay in providing the Services, arising out of or in connection with any:

3.3.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;

3.3.2 breach by Customer of its obligations including Customer Responsibilities under this Agreement;

3.3.3 inaccurate or incomplete data, information or documentation provided by Customer;

3.3.4 failure by any third party to fulfil its obligations to Customer;

3.3.5 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorised use, of the Products, Software and Services or modification by persons other than Civica employees.

### 4. Obligations of Customer

4.1 Customer agrees it will:

4.1.1 only use the Products, Services and Software for its own internal business purposes;

4.1.2 comply with the terms and conditions of this Agreement, in particular the Special Terms;

4.1.3 pay the Fees to Civica;

4.1.4 permit reasonable access by Civica to its sites in order for Civica to perform its obligations under this Agreement;

4.1.5 where Civica personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Civica to discharge its obligations, and particular take all measures necessary to comply acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of this Agreement;

4.1.6 to carry out and comply with the Customer Responsibilities;

4.1.7 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and Products;

4.1.8 pay the additional fees to accommodate higher usage volumes (including the number of Users) when such licence or usage limitations are exceeded under clause 9.10.

4.2 Customer shall indemnify Civica, keep Civica indemnified and hold Civica harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Civica caused by, or in any way connected with Customer's use of the Software or the unauthorised use of the Software by any third party whether through breach of this Agreement or any other negligent or wrongful act.

4.3 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Agreement.

## **5. Services**

5.1 The Services will be provided by Civica on Working Days, either at Civica sites or at the Customer's sites.

5.2 Civica Account Manager and Customer Contact shall meet (which may be by conference call) no less than once a quarter to discuss the provision of the Services.

5.3 Customer will give to Civica promptly on request such information and documents as Civica reasonably requires for the provision of the Services.

5.4 If the dates scheduled for delivery of the Services are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Services and/or by giving seven days written notice suspend the Services.

5.5 Support Services are only available for the then current and immediately preceding release of the Software.

5.6 This Agreement also acts as an umbrella agreement, which sets out the general terms for the supply of additional related software and services by Civica to the Customer, when so requested from time to time. Such additional software and services and any particular special terms and conditions applicable to the supply thereof shall be set out in a work order. If Civica provides any additional software or services Customer shall be charged separately for the provision of these at Civica's then prevailing rates for such software or services.

## **6. Warranties**

6.1 Customer acknowledges that:

6.2.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Agreement;

6.2.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements.

6.3 Civica warrants that it will carry out the Services with reasonable skill and care. In the event of a breach of the warranty under this Clause 6.3 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the Service and, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

6.4 Civica further represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Agreement and has obtained consent from third parties as are required for it to fulfil its obligations under this Agreement.

6.5 Clause 6 constitute the only warranties given by Civica in respect of the Services. Express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

## **7. Intellectual Property Rights (IPR)**

7.1 All IPR in the Software, any Products and the Services supplied by Civica from time to time, including all trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, shall belong to Civica or its suppliers or a third party licensor.

7.2 The Third Party Software owner's terms shall apply, as detailed in the Special Terms, in respect of licensing of the Software.

## **8. Data Protection**

8.1 Each party shall ensure that in the performance of its obligations under this Agreement it complies at all times with the Act.

8.2 Customer authorises Civica to process any of its data (including any personal data as defined in the Act) only to the extent necessary and solely for the purpose of carrying out its obligations under this Agreement, including without limitation, when Civica is resolving a support or maintenance problem or testing a new release for Customer. After such use, Civica agrees that it shall destroy any copy data created.

8.3 Where Customer is a public authority and is under a duty to comply with the provisions of the Freedom of Information Act 2000 as amended from time to time, including any related guidance or codes of practice ("FOIA"), Civica shall assist Customer in meeting any requests for information in relation to this Agreement in return for a reasonable fee notified by Civica to Customer within 5 Working Days of receipt of any such written request.

8.4 Customer shall consult with Civica prior to disclosing information relating to this Agreement to the extent that it is required so to do by the FOIA or under government transparency requirements.

8.5 Neither Civica nor Customer shall, in responding to such requests for information or disclosure of this Agreement under Clause 8.4, disclose any information which is exempt as described within any provision of the FOIA or that is commercially sensitive information.

## **9. Payment Terms**

9.1 The Fees will be paid in accordance with the Order Form. Unless payments are specified in the Order Form as being due on specific dates, or in advance of a date or event, all invoices shall be due for payment within 30 days of the date of the invoice(s).

9.2 All prices referred to in this Agreement are expressed in British Pounds Sterling and are exclusive of Value Added Tax which is payable by Customer in accordance with the then current legislation.

9.3 Where services are provided on a time and materials basis they will be at the rates current at the time of provision of the service. Where specific daily rates are quoted these are only valid for 6 months following the date of signing this Agreement (or any later date noted in the Order Form). Unless otherwise stated in the Order Form, invoices for work carried out on a time and materials basis will be raised monthly in arrears based on time actually worked on the chargeable activities covered by this Agreement (as recorded by Civica staff on Civica's internal systems).

9.4 Any Service provided outside of a Working Day will be chargeable at the then current time and materials rates plus 50%.

9.5 If the provision of the Services is cancelled, suspended or deferred under Clause 5.4 Civica will:

9.5.1 be entitled to payment by Customer for all work done up to such deferment cancellation or suspension (including payment of the Licence Fees); and

9.5.2 where able redeploy such staff but in the event the days cannot be re-assigned Civica may charge for these. The rates chargeable for cancellation or deferment where there is: (i) less than 48 hours' notice is 100% per day; (ii) less than 7 days' notice is 75% per day; and (iii) more than 7 days' notice is 50% per day; together with any expenses already incurred or non-refundable e.g. train or air fares.

9.6 In the event installation of any Software is delayed by Customer, for 3 months or more, then Civica reserves the right to invoice the relevant Fees to Customer for payment. Any costs incurred by Civica as a result of Customer deferring the Software or Services under this Agreement e.g. Product charges, will be invoiced on such notice of deferment. Where Civica is able without liability to defer such orders for Products it will do so.

9.7 Civica may modify its Fees in line with the then current prices of Civica and its suppliers, as follows:

9.7.1 except for third party costs, the percentage increase shall not exceed the percentage increase (if any) of the United Kingdom rate of the retail prices index as published by the Office for National Statistics but not more than once per year, or as otherwise agreed in the Order Form; and

9.7.2 in respect of third party costs over which Civica has no control (for example Microsoft licence charges) the percentage increase shall match the increase applied by the third party.

9.8 Civica may increase the charges at any time to take into account third party costs, over which Civica has no control (for example Microsoft licence charges) and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges. Civica may not apply such increase retrospectively and will not pass on such increase to Customer where the increase is less than 3% of the third party element. On request Civica shall provide evidence of such increase applied by the third party.

9.9 Where the Customer requires a purchase order to be raised in order to facilitate payment of invoices, the Customer agrees to raise such purchase order in a timely fashion so as not to delay payment of Civica invoices in accordance with this clause 9. Notwithstanding this, the Customer agrees that any failure to raise a purchase order does not prevent Civica from raising invoices and any delay or lack of a purchase order does not relieve the Customer from paying valid invoices. Civica reserves the right (in addition to any other remedies which may be available to it) to charge an administrative fee on overdue amounts on a daily basis from the original due date at the rate of £500 per day, the Customer agrees that such administrative fee is a genuine pre-estimate of the cost and loss suffered by Civica for late payment of invoices.

9.10 If the agreed, levels for consumption based licensing or services, and/or number of users and/or devices, shown in the Order Form are exceeded at any time Civica may charge Customer the additional usage fees retrospectively and increase the Annual Fees and Licence Fees to take into account the additional usage, as applicable.

## **10. Limits of Liability**

10.1 Neither party excludes or limits liability to the other party for:

10.1.1 death or personal injury arising from its negligence; or

10.1.2 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979; or

10.1.3 fraud or fraudulent misrepresentation;  
to the extent such limitation or exclusion is unlawful.

10.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Agreement shall be limited to £1,000,000 in aggregate.

10.3 Notwithstanding anything to the contrary in this Agreement, but subject to Clause 10.1 neither Civica nor Customer shall be liable to the other for any of the following (whether or not the party being claimed against was advised of, or knew of, the possibility of such losses) whether arising from negligence, breach of contract or otherwise:

10.3.1 loss of profits, loss of business, loss of revenue, loss of contract, loss of goodwill, loss of anticipated earnings or savings (whether any of the foregoing are direct, indirect or consequential loss or damage); or

10.3.2 loss of use or value of any data or equipment including software, wasted management, operation or other time (whether any of the foregoing are direct, indirect or consequential); or

10.3.3 any indirect, special or consequential loss or damage; or

10.3.4 the poor performance, or lack of connectivity, or lack of availability of the Internet or telecommunications or hardware;

10.3.5 loss or damage to the other party's or any third party's data or records.

10.4 Except where liability arises under Clauses 10.1 or 10.2 and subject to Clause 10.3 Civica's total aggregate liability in or for breach of contract, negligence (as defined in Section 1(1) Unfair Contract Terms Act 1977), misrepresentation (excluding fraudulent misrepresentation), tortious claim (including breach of statutory duty), restitution or any other cause of action whatsoever relating to or arising under or in connection with this Agreement (including performance, non-performance or partial performance), and including liability expressly provided for under this Agreement shall not exceed the price paid or payable for the Services during the 12 months preceding the date on which the claim arose.

10.5 Except as expressly provided otherwise by these terms and conditions or as otherwise expressly agreed in writing between the parties, all other representations, conditions, warranties and other terms are excluded (including any statutory implied terms as to satisfactory quality, fitness for purpose and conformance with description) save to the extent that the same are not capable of exclusion at law.

10.6 The Fees have been set by Civica on the basis of the exclusions and restrictions of liability in this Clause 10 and would be higher without those provisions.

## **11. Corruption**

11.1 Civica shall not:

11.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor

11.1.2 offer, give or agree to give any fee, gift, reward or other consideration to any person the receipt of which is an offence under Sub-section (3) of Section 117 of the Local Government Act 1972; nor

11.1.3 enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Agreement.

11.2 If Civica (including any Civica employee or agent, in all cases whether or not acting with Civica's knowledge) breaches Clause 11.1, or the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010 in relation to this Agreement or any other contract with Customer, Customer may terminate this Agreement by written notice with immediate effect and to recover from Civica the amount of any loss resulting from such cancellation.

11.3 Any termination under Clause 11.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Customer.

## **12. Statutory and Other Regulations**

12.1 Civica shall in all matters arising in the performance of the Agreement conform with all Acts of Parliament and with all orders, regulations, and byelaws made with statutory authority by Government departments.

12.2 If the cost to Civica of the performance of the Agreement shall be increased or reduced by reason of the making after the date of this Agreement of any law or any order, regulation or bye-law having the force of law that shall be applicable to this Agreement (other than any tax upon profits or revenue), the amount of such increase or reduction shall be added to or deducted from the Fees.

## **13. Termination**

13.1 Civica may suspend its obligations under this Agreement including providing Support Services and/or the Agreement at any time upon written notice to Customer, if Customer fails to pay any Fees or charges due under the Agreement for 30 days after the due date for payment or is in breach of Clause 17.4.

13.2 Either party may terminate this Agreement forthwith at any time by giving notice in writing to the other party if:

13.2.1 the other party commits any material breach of this Agreement (other than Customer's obligation to pay under the Agreement which is addressed by Clause 13.1 above) provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails

within thirty (30) days of the date of such notice to remedy the breach complained of; or

13.2.2 one party suffers for a period of 30 consecutive days or more a Force Majeure event; or

13.2.3 the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

13.3 Customer may terminate this Agreement in accordance with Clause 11.2, 13.2 or 13.4.

13.4 In the case of a Microsoft Enterprise Agreement (EA) or Microsoft Server & Cloud Enrolment (SCE), Customer may terminate this Agreement by submitting a correctly completed change of Channel Partner (COCP) form to Microsoft, to be received and accepted by Microsoft no less than 30 days prior to the Agreement anniversary (being the anniversary of each Start Date) or as otherwise notified by Microsoft.

## **14. Consequences of Termination**

14.1 Upon termination of this Agreement, Customer shall immediately cease using the Services, deleting all relevant Software and data from both Customer's machines and backup media and upon request provide Civica with written confirmation of deletion.

14.2 Upon termination of this Agreement, Customer shall immediately deliver up to Civica all copies of Civica's Confidential Information and copies of programs, manuals and documentation used by Civica for the purpose of providing the Services.

14.3 Termination will not discharge Customer from any payment obligation under this Agreement, or from payment of sums already due, or, in the case of termination under Clause 13.1 or 13.2 by Civica from payment of any sums which would necessarily have become due if the Service had not been terminated.

14.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **15. Audit**

15.1 Subject to reasonable notice Civica will provide information that Customer reasonably requests in order to meet its audit requirements.

15.2 Civica reserves the right to make a charge if Customer requires Civica to hold and make available information that is not covered by normal accounting practices and would not normally be made available by a commercial organisation.

## **16. Notices**

16.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business. In the case of Civica notices shall be addressed for the attention of Group Finance Director.

16.1.1 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00 am on the second working day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

16.1.2 For the purposes of this clause "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

## **17. General**

17.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

17.2 Either party may at any time request a change to this Agreement and the Services. No variation of this Agreement, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorised representatives).

17.3 No failure or delay in exercising any remedy or right under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Agreement or otherwise.

17.4 Neither party may assign the benefit of this Agreement nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Agreement at any time to any member of the Civica Group.

17.5 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable

provision or agreement which most nearly effects their intent in entering into this Agreement.

17.6 The Contracts (Rights of Third Parties) Act 1999 is excluded, by the agreement of all the parties to this Agreement, from applying to this Agreement to the maximum extent permitted by law. No term of this Agreement is enforceable by any person who is not a party to it, whether in accordance with such Act or otherwise. This clause shall prevail in the event of any conflict between it and anything else in this Agreement.

17.7 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.8 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Agreement, excluding Customer's obligation to pay the Fees, if it is due to Force Majeure. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the Force Majeure. If such delay or failure continues for at

least 30 days, either party shall be entitled to terminate this Agreement in accordance with Clause 13.2.2.

17.9 All disputes arising out of or under this Agreement that are not resolved by the Customer Contact and the Civica Account Manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer Contact's manager and for Civica the Civica Account Manager's manager. Then the third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.

17.10 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 English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.