Blue Hills Software Company Limited: online software access terms and conditions

1 Interpretation

1.1 The definitions and rules of interpretation in this condition 1 apply in these conditions:

"Agreement"	the contract between you and us for access to the Services, incorporating the Order Form and these conditions;
"Authorised Users"	those of your employees and independent contractors who you authorise to use Blue Hills Software Company Products through the Hosting Services under our Agreement;
"Business Day"	any day which is not a Saturday, Sunday or public holiday in England;
"Blue Hills Software Company Products Specification"	the functionality and performance specifications for Blue Hills Software Company Products, as described on the Products pages of our website;
"Blue Hills Software Company Products"	as set out on the Order Form, any of our proprietary software as described for information purposes only on the Products pages of our website, including any error corrections, updates, upgrades, modifications and enhancements to it provided to you under the Agreement;
"Confidential Information"	information that is proprietary or confidential and is either: (a) clearly labelled as such; or (b) identified as such in clause 13.5 or clause 13.6;
"Effective Date"	the date we write to you accepting your order pursuant to the Order Form;
"Hosting Services"	the services that we provide to allow your Authorised Users to access and use Blue Hills Software Company Products, including hosting set-up and ongoing services, all as described in clauses 3.2 to 3.4 (inclusive);
"Maintenance and Support"	any error corrections, updates and upgrades that we may provide or perform with respect to Blue Hills Software Company Products and Hosting Services, as well as any other support or training services we provide, all as described in clauses 4.3 to 4.5 (inclusive);
"Normal Business Hours"	9.00 am to 5.00 pm local UK time, Monday to Friday, excluding public holidays;
"Order Form"	our standard order form or your standard order form;

"Our Account Team"	the individuals we appoint from time to time who shall serve as our primary contacts for your activities under the Agreement;
"Privacy and Data Protection Requirements"	means: the Data Protection Act 2018 ("DPA"); the General Data Protection Regulation 2016/679 ("GDPR") or any equivalent provision which may replace the GDPR following the formal political separation of the United Kingdom from the European Union; the Regulation of Investigatory Powers Act 2000; the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all applicable laws and regulations which may be in force from time to time relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
"we", "us" and "our"	"Blue Hills Software Company Limited, company number 3668746, whose registered office is at 3 Fisherman's Wharf, Diamond Road, Whitstable, Kent CT5 1FW;
"you" and "your"	the school named on the Order Form; and
"Your Data"	the data input into the information fields of Blue Hills Software Company Products by you, your Authorised Users, or by us on your behalf.

1.2 Clause and paragraph headings shall not affect the interpretation of these conditions.

1.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

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

1.6 A reference to one gender shall include a reference to the other genders.

1.7 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.

1.8 A reference to writing or written includes faxes and e-mail.

2 Application of these conditions

2.1 These conditions shall:

2.1.1   apply to and be incorporated into the Agreement; and

2.1.2   prevail over any inconsistent terms or conditions contained, or referred to, in your purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by you, or implied by law, trade custom, practice or course of dealing.

2.2   Your submission of the Order Form, any other purchase order, or your acceptance of our quotation, constitutes an offer by you to purchase the Services on these conditions. No offer you place shall be accepted by us other than by a written acknowledgement issued and executed by us.

3   Hosting Service

3.1   We shall provide the Hosting Service.

3.2   We shall procure, install and configure hosting equipment to provide access to Blue Hills Software Company Products.

3.3   We shall provide Internet connectivity through an Internet service provider at the hosting facility to make Blue Hills Software Company Products available for use via a connection to the Internet. You shall make your own and shall ensure that your Authorised Users shall make their own, arrangements for Internet access in order to access the Blue Hills Software Company Products.

3.4   We shall develop a back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process in relation to Your Data. In the event of data loss, we shall provide recovery services to try to restore the most recent back-up of Your Data as provided for in clause 7.1.

3.5   We shall provide release management services to ensure that new releases, patch releases and other new versions are implemented as we deem necessary to maintain the Hosting Services.

4   Maintenance and Support service

4.1   We shall provide the Maintenance and Support service.

4.2   Except in the case of an emergency, maintenance of the hosting equipment, Blue Hills Software Company Products or other aspects of the Hosting Services that may require interruption of the Hosting Services shall not be performed during Normal Business Hours. However, we may interrupt the Hosting Services outside Normal Business Hours for unscheduled maintenance. We shall at all times endeavour to keep any service interruptions to a minimum.

4.3   We will provide maintenance, which will include all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in the Blue Hills Software Company Products Specification.

4.4   We shall maintain and update the Blue Hills Software Company Products. Should you determine that Blue Hills Software Company Products do not perform substantially in accordance with the Blue Hills Software Company Products Specification, you may at any time file error reports. During maintenance periods, we may, at our discretion, provide upgraded versions of the Blue Hills Software Company Products, install error corrections and apply patches to the hosted systems. We shall try to avoid unscheduled downtime for Blue Hills Software Company product maintenance but cannot guarantee to do so.

4.5   We shall provide your Authorised Users with technical support services. We shall accept voicemail, e-mail and web form-based incident submittal seven days a week. Our technical support call centre

shall accept calls for English language telephone support during Normal Business Hours. We will use reasonable endeavours to process support requests and determine the source of the problem and respond to you.

4.6 You shall provide support and maintenance for data integration tools and processes developed or maintained by you in order to connect the Blue Hills Software Company Products to your other software and databases.

4.7 Before you make changes to integration interfaces between the Blue Hills Software Company Products and your internal data stores or systems, you must provide us with advance notice to ensure your continued access to Blue Hills Software Company Products is not adversely affected by such changes.

5 Your use

5.1 In relation to your use of the Blue Hills Software Company Products:

5.1.1 you shall maintain a written list of your Authorised Users from time to time, and you shall provide such list to us as we may reasonably request from time to time;

5.1.2 you shall ensure that each Authorised User keeps a secure password for use of the Blue Hills Software Company Products, that such password is changed no less frequently than quarterly and that each Authorised User keeps their password confidential;

5.1.3 we may audit Blue Hills Software Company Products to verify your compliance with the terms of the Agreement; and

5.1.4 if such audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to our other rights, we may promptly disable such passwords and shall not issue any new passwords to such individuals.

6 The Blue Hills Software Company Products

6.1 In relation to the Blue Hills Software Company Products:

6.1.1 we hereby grant to you on and subject to the terms and conditions of the Agreement a non-exclusive, non-transferable licence to allow your Authorised Users to access Blue Hills Software Company Products through the Hosting Services and to use Blue Hills Software Company Products solely for the purposes described on our website;

6.1.2 you shall not, and shall procure that your Authorised Users shall not store, distribute or transmit any material through the Hosting Services that is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities;

6.1.3 the right provided under clause 6.1.1 is granted to you only, and shall not be considered granted to any subsidiary, or holding company of yours or any associated school; and

6.1.4 you shall not, and shall procure that your Authorised Users shall not:

6.1.4.1 attempt to duplicate, modify or distribute any portion of Blue Hills Software Company Products;

6.1.4.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Blue Hills Software Company Products, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;

6.1.4.3 use the Blue Hills Software Company Products or Hosting Services to provide services to third parties;

6.2 transfer, temporarily or permanently, any of your rights under the Agreement, or

6.2.1.1 attempt to obtain, or assist others in obtaining, access to Blue Hills Software Company Products, other than as expressly provided under these conditions.

7 Your Data

7.1 We shall follow our standard archiving procedures for Your Data. In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for us to use reasonable commercial efforts to restore Your Data lost or damaged from the latest back-up of Your Data we maintain in accordance with our standard archiving procedure. We shall not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party (except those third parties we have sub-contracted to perform services related to Your Data maintenance and back-up).

8 Data protection

8.1 Each party undertakes to fully comply with its obligations under the Privacy and Data Protection Requirements as described in the [Blue Hills Data Protection Addendum](#).

8.2 You consent to us holding and processing any personal data you provide (including, personal data included in Your Data and other data relating to you) for the purposes of providing the Services to you.

8.3 You warrant that you have obtained appropriate consents to allow us to hold and process any personal data you provide (including, personal data included in Your Data and other data relating to you) for the purposes of providing the Services to you.

8.4 You consent to us making personal data you provide (including, personal data included in Your Data and other data relating to you) available to:

8.4.1 regulatory authorities, governmental or quasi governmental organisations, but only where we are compelled to do so; and

8.4.2 potential purchasers of our business or any part of our business, but only after appropriate confidentiality obligations have been put into place.

8.4.3 your data will not be shared by Blue Hills with any other organisation ever or for any reason, regardless of who is making the request. Data will only ever be shared with the Data Controller, that is the school or organisation paying the subscription and with whom Blue Hills has the contract.

8.5 You acknowledge that nothing in the foregoing shall prevent us from using personal data you provide in ways that are permitted by the Privacy and Data Protection Requirements.

Your Data and its backups will be stored in accordance with the measures referred to in the [Blue Hills Data Protection Addendum](#).

9 Our obligations

9.1 We undertake that the Services shall be performed with all reasonable skill and care.

9.2 We undertake that the Blue Hills Software Company Products shall perform substantially in accordance with the Blue Hills Software Company Products Specification. This undertaking shall not apply to the extent of any non-conformance which is caused by:

9.2.1 use of Blue Hills Software Company Products contrary to our instructions, outside the terms of the Agreement, or for a purpose or in a context other than the purpose or context for which it was designed; or

9.2.2 modification or alteration of Blue Hills Software Company Products by any party other than ourselves or our agents.

9.3 If the Services do not conform with the undertaking in clause 9.1 or Blue Hills Software Company Products do not conform with the undertaking in clause 9.2, we will, at our expense, use all reasonable commercial efforts to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance, by providing the Maintenance and Support service. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertakings set out in clause 9.1 or clause 9.2. Notwithstanding the foregoing, we do not warrant that your use of Blue Hills Software Company Products and the Services will be uninterrupted or error-free.

9.4 The Agreement with you shall not prevent us from entering into similar agreements with third parties, or from developing, using, selling or licensing materials, products or services which are similar to those that we provide to you.

10 Your obligations

10.1 You shall:

10.1.1 provide us with:

10.1.1.1 all necessary co-operation in relation to the Agreement; and

10.1.1.2 all necessary access to such information as we may require,

in order to render the Services, including but not limited to Your Data, security access information and software interfaces to your other applications;

10.1.2 provide such personnel assistance as may be reasonably requested by us from time to time;

10.1.3 comply with, and procure that your Authorised Users comply with, the then current terms of use and acceptable use policy applicable to any website from which access to Blue Hills Software Company Products is gained;

10.1.4 comply with all applicable laws and regulations with respect to your activities under the Agreement; and

10.1.5 carry out all your other responsibilities set out in the Agreement in a timely and efficient manner.

11 Charges and payment

11.1 You shall pay the fee set out on the Order Form for the use, hosting and maintenance and support of the specified Blue Hills Software Company Product(s). Unless we agree otherwise in writing, this fee shall be paid by you as a single lump-sum payment. You will be invoiced upon acceptance of the Order Form you have submitted.

11.2 All amounts and fees stated or referred to in the Agreement are exclusive of value added tax, which shall be added to our invoice(s) at the appropriate rate.

11.3 Each invoice is due and payable 28 days after the invoice date. If we have not received payment within five days after the due date, and without prejudice to any other of our rights, interest shall accrue on such due amounts at the rate of 2% over the base lending rate of our bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after the judgment.

12 Proprietary rights

12.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in Blue Hills Software Company Products and Services. Except as expressly stated herein, the Agreement does not grant you any rights to, or in, patents, copyrights, database rights, rights in designs, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of Blue Hills Software Company Products, Services or any related documentation.

12.2 We confirm that we have all the rights in relation to Blue Hills Software Company Products that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of the Agreement.

13 Confidentiality

13.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. 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 performance of its obligations under the Agreement.

13.2 The obligation of confidence under clause 13.1 shall not apply to information that:

13.2.1 is or becomes publicly known other than through any act or omission of the receiving party;

13.2.2 was in the receiving party's lawful possession before the disclosure;

13.2.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

13.2.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

13.2.5 is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in breach of the terms of the Agreement.

13.4   Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.5   You acknowledge that the source code and object code of Blue Hills Software Company Products, the results of any performance tests of Blue Hills Software Company Products and the construction of the Services constitute our Confidential Information.

13.6   We acknowledge that Your Data is your Confidential Information.

13.7   This clause 13 shall survive expiry or termination of the Agreement, however arising.

14   Indemnity

14.1   You shall defend, indemnify and hold us harmless against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of Blue Hills Software Company Products or Services, and any breach of the warranty in clause 8.3, provided that:

14.1.1   you are given prompt notice of any such claim;

14.1.2   we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and

14.1.3   you are given sole authority to defend or settle the claim.

14.2   We shall defend you against any claim that Blue Hills Software Company Products infringes any United Kingdom patent effective as of the Effective Date, copyright or database right, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

14.2.1   we are given prompt notice of any such claim;

14.2.2   you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and

14.2.3   we are given sole authority to defend or settle the claim.

14.3   In the defence or settlement of the claim, we may obtain for you the right to continue using Blue Hills Software Company Products, replace or modify Blue Hills Software Company Products so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement without any liability to you. We shall have no liability to you if the alleged infringement is based on:

14.3.1   a modification of Blue Hills Software Company Products by anyone other than us;

14.3.2   your use of Blue Hills Software Company Products in a manner contrary to the instructions we give to you; or

14.3.3   your use of Blue Hills Software Company Products after we or an appropriate authority notify you of the alleged or actual infringement.

14.4   The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for patent, copyright or database infringement.

15 Limitation of liability

15.1 This clause 15 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

15.1.1 any breach of the Agreement;

15.1.2 any use made by you of the Services or Blue Hills Software Company Products or any part of them; and

15.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2 Except as expressly and specifically provided in our Agreement:

15.2.1 you assume sole responsibility for the results obtained from your use of Blue Hills Software Company Products and the Services, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts you provide to us in connection with the Services, or any actions we take at your direction; and

15.2.2 all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into the Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded.

15.3 Nothing in the Agreement excludes our liability:

15.3.1 for death or personal injury caused by our negligence; or

15.3.2 for fraud or fraudulent misrepresentation.

15.4 Subject to clause 15.3:

15.4.1 we shall have no liability for any losses or damages which you may suffer arising out of, or in connection with, the use of our websites, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

15.4.1.1 special damage even though we were aware of the circumstances in which such special damage could arise;

15.4.1.2 loss of profits;

15.4.1.3 loss of anticipated savings;

15.4.1.4 loss of business opportunity;

15.4.1.5 loss of goodwill;

15.4.1.6 loss of data; and

15.4.1.7

15.4.2 our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the

performance or contemplated performance of the Agreement shall be limited to the greater of (i) a sum equal to the Fee paid in any 12-month period and (ii) the actual proceeds received by us under our relevant insurance policy or policies in respect of the liability in question.

16 Term and termination

16.1 The Agreement shall commence on the Effective Date and shall continue for the period set out in the Order Form, unless otherwise terminated as provided in this clause 16.

16.2 Within 14 days of the Commencement Date, you may, at our absolute discretion, terminate this Agreement by giving us written notice of such termination. In such circumstances you may, at our absolute discretion, receive a refund of any Fee paid.

16.3 If you wish to terminate this Agreement after your initial term you are not entitled to recompense in any way and any recompense offered will be at the discretion of Blue Hills Software Company Ltd.

16.4 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

16.4.1 the other party commits a breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;

16.4.2 an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party;

16.4.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

16.4.4 a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets;

16.4.5 the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;

16.4.6 the other party ceases, or threatens to cease, to trade; or

16.4.7 the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16.5 On expiry or termination of the Agreement for any reason:

16.5.1 all licences granted under the Agreement shall immediately terminate;

16.5.2   each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

16.5.3   we may securely destroy or otherwise securely dispose of any of your school-level data in our possession

16.5.4   within 90 days after the effective date of the termination or expiry of the Agreement, you may make a written request for the delivery to you of the then most recent Microsoft Excel back-up of Your Data. We shall use reasonable commercial efforts to deliver the back-up to you within 30 days of our receipt of such a written request, provided that you have, at that time, paid all fees and charges outstanding at and resulting from expiry or termination (whether or not due at the date of termination). You shall pay all reasonable expenses we incur in returning or disposing of Your Data; and

16.5.5   the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly stated to survive or implicitly surviving expiry or termination, shall not be affected or prejudiced.

16.5.6   following expiry or termination of the Agreement, pupil-level data shall be stored and retained in accordance with statutory requirements and appropriate records retained in respect of disposal.

17   Force majeure

17.1   We shall have no liability to you under the Agreement if we are prevented from or delayed in performing our obligations under the Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service, telecommunications or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

18   Waiver

18.1   A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

18.2   Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

19   Severance

19.1   If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

19.2   If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

20 Entire agreement

20.1 The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

20.2 Each of the parties acknowledge and agree that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

21 Assignment

21.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Agreement.

21.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Agreement.

22 No partnership or agency

22.1 Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23 Third party rights

23.1 The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

24 Notices

24.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out on the Order Form or sent by fax to the other party's fax number as set out on the Order Form.

24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

25 Governing law and jurisdiction

25.1 The Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

25.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement.