

IET INSPEC Direct Data Feed Conditions (“Conditions”)

1 Grant of Licence

- 1.1 The IET grants to the Licensee a non-exclusive, non-transferable, licence to store, access, view and make use of the content available in the Licensed Materials in order to create and provide the Permitted Services to the Authorised Users (identified in the Order Form) from the Licence Commencement Date (or payment of the Fee, if later) until the Agreement is terminated (the “Licence”).

2 Permitted Services and Permitted Uses

- 2.1 The Licence permits:
- 2.1.1 the Authorised Users to access the Licensed Materials as part of receiving the Permitted Services from the Licensee and for the Permitted Uses;
 - 2.1.2 the Licensee and its Authorised Users to, for the Permitted Uses:
 - (i) download, save, print and copy the individual results returned through the use of the Permitted Services containing any Licensed Material (“**Search Output**”);
 - (ii) quote extracts from the content of any Licensed Materials contained in the Search Output (provided all such extracts are accompanied with an acknowledgement that they have been obtained from the Licensed Materials).
- 2.2 The Licensee is permitted to upload to, and store the Licensed Materials on, its secure network only in connection with the provision of the Permitted Services. As part of the uploading process, the Licensee is permitted to make copies and back up-files of the Licensed Materials for the purposes of tracking any problems that might occur during the uploading process. Once the uploading process is complete, all copies and back-up files must be deleted by the Licensee.
- 2.3 The Licensee is permitted to convert or adapt the Licensed Materials into suitable formats or forms to the extent necessary to enable access to the Licensed Materials by Authorised Users with impaired mental and/or physical abilities. The Licensee is permitted to provide the Authorised Users with access to such converted or adapted form for the purposes and usage permitted under the Licence.
- 2.4 The Licensee may publicise and promote the availability of the Licensed Materials as part of the Permitted Services to the Authorised Users.
- 2.5 The Licensee agrees and acknowledges that any use by the Licensee and/or its Authorised Users, other than as agreed in the Agreement, is a material breach of the terms of the Agreement incapable of remedy and shall result in termination pursuant to clause 9.2.2.

3 Licensee’s Responsibilities

- 3.1 The Licensee represents and warrants that it shall:
- 3.1.1 only use the Licensed Materials as permitted under the terms of the Agreement;
 - 3.1.2 verify the status of Authorised Users of its Permitted Services;



- 3.1.3 not provide access to and/or permit use of the Licensed Materials by anyone, or transmit any part of the Licensed Materials by any means to anyone, other than an Authorised User;
- 3.1.4 have appropriate, industry standard, security measures in place at all times to ensure that the Licensed Materials cannot be accessed by any third party, other than the Authorised Users, and shall cooperate with the IET in the implementation of additional security measures reasonably requested by the IET;
- 3.1.5 inform Authorised Users of, and use reasonable efforts to ensure that it and the Authorised Users abide by, the permitted usages and restrictions on use of the Licensed Materials. The Licensee shall use reasonable efforts to monitor compliance with the terms of this Licence and shall: (i) notify the IET immediately on becoming aware of any unauthorised access to or use of the Licensed Material by a third party; (ii) notify the IET immediately it suspects or becomes aware of any breach by it or an Authorised User of the permitted usage and/or restrictions; and (iii) immediately suspend an offending (whether suspected or actual) Authorised User's access to the Licensed Materials;
- 3.1.6 and shall ensure that the Authorised Users, comply with all applicable laws and regulations in relation to the use of the Licensed Materials contained within any Search Output and that it has obtained and shall maintain all of the necessary and applicable licences and consents to make use of the same;
- 3.1.7 maintain auditable records of the Licensee's and Authorised User's usage of the Licensed Materials and will provide such records to the IET on demand. The Licensee shall permit, and shall procure that the Authorised Users shall permit, the IET to inspect and have access to any premises (and to the computer equipment located there) at or on which the Licensed Materials are being kept or used, and have access to any records kept in connection with the Agreement, for the purposes of ensuring that the Licensee and the Authorised Users are complying with the terms of the Agreement, provided that the IET gives reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.

4 Restrictions

- 4.1 Other than as expressly permitted in the Agreement or except to the extent expressly permitted by (and at all times in accordance with) applicable law (including by not limited to the Copyright Design Patent Act 1988), the Licensee and Authorised Users shall not
 - 4.1.1 amend in any way the content of the Licensed Materials, including removing, altering or obscuring the authors' names, trade marks, copyright notices, proprietary notices, acknowledgements, disclaimers or any other information;
 - 4.1.2 prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute any part of the Licensed Materials whether in hard copy or on any electronic system or network, including the internet, other than on the Licensee's secure network;
 - 4.1.3 reverse engineer, translate, decompile, disassemble, alter, abridge or otherwise modify or attempt to modify the Licensed Materials or any part of them for any purpose whatsoever,; and/or
 - 4.1.4 use the Licensed Materials in connection with any material which contains computer viruses or spyware or malware of any description or with any thing, device or material which: (i) contains computer viruses or spyware or malware of any description; or (ii)



- 4.2 The Licensee acknowledges that, unless otherwise agreed pursuant to clause 4.3, neither it, nor any of its Authorised Users, are permitted to use the Licensed Materials for commercial purposes, and that the Licensed Materials are not intended to form the basis of any commercial decisions. Accordingly, and without prejudice to clause 11 below and notwithstanding any approval given pursuant to clause 4.3, the IET shall not be liable for the consequences of any commercial decisions made by the Licensee, Authorised Users or any third party on the basis of their use of the Licensed Materials.
- 4.3 Other than as expressly permitted in the Agreement or otherwise permitted under applicable law, the Licensee shall obtain the IET's explicit prior written approval (which may be withheld at the IET's sole discretion) in order to:
- 4.3.1 use all or any part of the Licensed Materials for any type of commercial use or gain (including the sale, resale, sublicense, loan, transfer or such other similar form of exploitation of the Licensed Materials for monetary reward);
 - 4.3.2 systematically distribute the whole or any part of the Licensed Materials to anyone other than the Authorised Users;
 - 4.3.3 publish, distribute or make available the Licensed Materials (including any machine-readable files derived either in whole or in part from the Licensed Materials), works based on the Licensed Materials or works which combine them with any other material; and/or
 - 4.3.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5 Fees and Payment

- 5.1 The IET will invoice the Licensee for the Fee annually in advance on or before the Licence Commencement Date and thereafter on or before each anniversary of the Licence Commencement Date. The Licensee shall pay the Fee within 30 days of receipt of the relevant invoice from the IET.
- 5.2 If the Licensee fails to make any payment due to the IET by the due date for payment, then, without limiting any other remedies that the IET may have, the IET may:
- 5.2.1 suspend or terminate any further scheduled transfer of the Licensed Materials under the Delivery Schedule; and/or
 - 5.2.2 charge interest on the overdue amounts at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Licensee shall pay any the interest together with the overdue amount.
- 5.3 The Fee is net of all Taxes, howsoever arising. The Licensee shall pay any Taxes incurred in connection with the Licensee's use of the Licensed Materials and/or the rights granted under the Agreement, whether arising in the United Kingdom or in the country of the Licensee. For the purpose of this clause, "**Taxes**" means any sales tax, value added tax, service tax, import tax, withholding tax and any such similar taxes, levies or duties.
- 5.4 The IET may appoint a third party to invoice the Licensee for, and collect from the Licensee, the Fee and any applicable Taxes on behalf of the IET. Where this is the case, the IET will

notify the Licensee of the third party appointed for these purposes. Payment of the Fee and any applicable Taxes by the Licensee to the appointed third party shall be deemed to satisfy the Licensee's payment obligations under this clause 5. The Licensee will provide evidence of such payment if required by the IET.

6 Intellectual Property Rights

- 6.1 The Intellectual Property Rights in any Licensed Materials are either owned by or licensed to the IET (as may be indicated in the Licensed Materials). The Licensee acknowledges that it has no rights in respect of such Intellectual Property Rights other than the rights to use them granted pursuant to, but subject to the restrictions and limitations set out in, the terms of the Agreement.
- 6.2 The Licensee acknowledges and agrees that the content provided in the Licensed Materials is protected by the applicable laws on copyright and the Licensee shall not, and shall ensure that the Authorised Users do not, copy or redistribute any of the Licensed Materials content, except as expressly permitted in the Agreement. Any unauthorised copying of or distribution of the Licensed Materials content shall be a violation of applicable copyright law and shall be deemed a material breach of this Licence, incapable of remedy and resulting in termination pursuant to clause 9 (Duration and Termination).
- 6.3 For the purpose of the Agreement, "**Intellectual Property Rights**" mean patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

7 The IET's Responsibilities

- 7.1 Beginning on the Licence Commencement Date (or payment of the Fee, if later) the Licensed Materials will be supplied by the IET using the Transfer Method identified in the Order Form. Thereafter the Licensed Materials will be supplied by the IET in accordance with the Delivery Schedule specified in the Order Form. At the end of each calendar year, the IET will send to the Licensee a new Delivery Schedule for the following calendar year, if applicable.
- 7.2 Should the Transfer Method persistently fail, the IET will provide any affected part of the Licensed Materials to the Licensee on an encrypted external storage device or via an alternative method agreed (in writing) by the parties acting reasonably.
- 7.3 The IET shall use its reasonable endeavours to correct (or procure a third party to correct) any material error in the Licensed Materials which the Licensee has promptly brought to its attention provided that such error has not been caused due to any act or omission, in whole or in part, by the Licensee or any Authorised User.
- 7.4 The IET reserves the right to:
- 7.4.1 change the file and/or record structure and/or format of the Licensed Materials, and will give the Licensee at least 6 months' notice of such change;
 - 7.4.2 change the Transfer Method, and will give the Licensee at least 3 months' notice of such change;
 - 7.4.3 withdraw from the Licensed Materials any item or part item for which it no longer retains the right to publish or which it has reasonable grounds to believe infringes



copyright or is defamatory, obscene, unlawful or erroneous (“**Withdrawn Content**”) upon which such Withdrawn Content will no longer be used and deleted or destroyed as set out in clause 10.1.2); and

8 **Warranties**

8.1 Each party represents and warrants to the other that:

8.1.1 it has the necessary power and authority to enter into the Agreement;

8.1.2 it possesses all licenses and other approvals necessary to perform its obligations under the Agreement.

8.2 The IET warrants that:

8.2.1 all Intellectual Property Rights in the Licensed Materials are owned by or validly licensed to the IET; and

8.2.2 so far it is aware, the Licensed Materials do not, and use thereof by the Licensee and Authorised Users will not, infringe third party Intellectual Property Rights.

8.3 The Licensed Materials are provided by the IET in accordance with the laws of England and Wales.

8.4 Without prejudice to clause 7.3, while the IET has no reason to believe that there are any inaccuracies or defects in the Licensed Materials, and save as expressly provided in the Agreement, the Licensed Materials are provided “as is” and all warranties, representations, conditions, terms and undertakings of any kind (including without limitation as to quality, accuracy, performance or fitness for purpose) in relation to the Licensed Materials, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded to the fullest extent permitted by law.

9 **Duration and Termination**

9.1 The Agreement shall commence on the Effective Date (as defined in the Order Form) and shall, unless otherwise terminated in accordance with this clause 9, continue until the end of the Licence Term at which point it shall expire automatically without notice (the “**Term**”).

9.2 The IET shall be entitled to terminate the Agreement with immediate effect by serving written notice on the Licensee if the Licensee:

9.2.1 fails to pay any undisputed amount due under the Agreement on the due date for payment and remains in default having been given 14 days’ notice of the outstanding payment;

9.2.2 is in material breach of the Agreement;

9.2.3 is in breach of the Agreement which (a) it is possible to remedy, and the Licensee has not remedied the breach within the timeframe notified by the IET to the Licensee; or (b) cannot be remedied. For the purpose of this clause 9.2.3, a material breach shall not be capable of remedy;

9.2.4 persistently breaches the Agreement (i.e. there are three breaches capable of remedy during the Term as applicable);

9.2.5 is unable to pay its debts as they fall due, has a receiver or liquidator or monitor appointed, and/or ceases to carry on business.

- 9.3 The Licensee shall be entitled to terminate the Agreement with immediate effect by serving written notice on the IET, if the IET:
- 9.3.1 is in material breach of any of the Agreement and in the case of a material breach which it is possible to remedy, the IET has not remedied such breach within thirty (30) days of receiving notice from the Licensee specifying the breach.
 - 9.3.2 is unable to pay its debts as they fall due, has a receiver or liquidator or monitor appointed, and/or ceases to carry on business.

10 Consequences of Termination

- 10.1 Upon expiry or termination of the Agreement for any reason:
- 10.1.1 all rights and licences granted under the Agreement shall automatically expire and the Licensee and the Authorised Users shall no longer have the right to access, view and make any use of the content available in the Licensed Materials;
 - 10.1.2 subject to clause 10.2, the Licensee and its Authorised Users shall cease to make any use of the Licensed Materials and the Licensee shall use all reasonable efforts to delete/destroy any copies of the Licensed Materials made by it or its Authorised Users and the Licensee will certify to the IET that it has done so;
 - 10.1.3 the provisions of any clause expressly stated as or implicitly surviving termination shall continue in force.
- 10.2 Upon expiry of the Agreement (other than through termination under clause 9.2 or 9.3) and provided that the Licensee continues to comply with applicable terms of the Agreement, the Licensee may retain and use copies of Search Output other than Withdrawn Content.
- 10.3 If the IET terminates the Agreement in accordance with clause 9.2, all Fees that have become payable during the Licence Term (including those incurred but not yet invoiced and any interest owing) shall immediately become due and payable to the IET.
- 10.4 If the Licensee terminates the Agreement in accordance with clause 9.3, the IET shall reimburse such part of the Fee paid by the Licensee in respect of any remaining part of the Licence Term.
- 10.5 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, whether under the Agreement or at law, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11 Limitation of Liability

- 11.1 Nothing in the Agreement limits or excludes the IET's liability for:
- 11.1.1 death or personal injury caused by the negligence of the IET;
 - 11.1.2 fraud or fraudulent misrepresentation;
 - 11.1.3 any other liability which cannot be limited or excluded under applicable laws.
- 11.2 Subject to clause 11.1, the IET's maximum liability whether arising in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the Agreement shall not exceed, in the aggregate, the greater of £1,000 and the total Fee paid by the Licensee.
- 11.3 Subject to clause 11.1, the IET shall not be liable to the Licensee in contract, tort, negligence,

breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee (whether direct, indirect, consequential, incidental or special) arising out of or in connection with the Agreement relating to or resulting from:

- 11.3.1 any economic loss or other loss of turnover, profits, business, contracts, use, reputation or goodwill or any deletion, corruption, destruction, loss or removal of data, or any loss or damage suffered by the Licensee;
 - 11.3.2 the accuracy, reliability, completeness, suitability, merchantability or fitness for purpose of the Licensed Materials;
 - 11.3.3 any reliance upon or use of or actions taken or not taken or decisions made on the basis of anything contained in the Licensed Materials;
 - 11.3.4 delivery of the Licensed Materials being delayed or interrupted due to: i) defects or failures in any communication lines, the internet or internet service provider; ii) any transmission error; and iii) force majeure or any other reasons beyond the IET's reasonable control;
 - 11.3.5 inability at any time to obtain access to any part of the Licensed Materials; and/or
 - 11.3.6 any computer viruses or spyware or malware of any description or any material which might adversely affect the Licensee's operation of any computer hardware or software or any communications network as a result of accessing the Licensed Materials.
- 11.4 The Licensee assumes sole responsibility for all use of the Licensed Materials by the Licensee and its Authorised Users. In the event of a breach of the Agreement by the Licensee or Authorised Users, the Licensee agrees to indemnify the IET from and against any claims, liabilities, damages, expenses, and losses arising from, or in connection with that breach.

12 Compliance with Law

- 12.1 **Data Protection:** In the event that the IET's performance of the Agreement requires that it receives or processes personal data of the Licensee or the Authorised Users, the IET shall: (i) process such personal data in accordance with the IET's privacy statement available at <https://www.theiet.org/help/privacy/>; and (ii) comply with Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation (including the data protection principles set out therein) EU 2016/679 as applicable in the United Kingdom, and any similar or equivalent laws, regulatory requirements or codes of practice. The Licensee shall not do or omit to do anything which might cause or otherwise result in a breach by the IET of such laws, regulations or codes of practice.
- 12.2 **Anti-bribery:** The parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**"). Each party has and shall maintain in place their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and agrees to enforce them where appropriate. Each party agrees they will not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements and they will notify the other party immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to the Agreement has contravened or may contravene the Relevant Requirements.
- 12.3 **Modern Slavery:** Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, and shall have and maintain their own policies and procedures to ensure their compliance.

12.4 **Tax Evasion:** Neither party shall engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017, and each party shall have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of the offences above by an associated person (as defined in the Criminal Finances Act 2017). Each party shall report to the other party immediately any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under the laws of England and Wales or under the law of any foreign country, in connection with the performance of the Agreement.

12.5 A breach of clauses 12.1 to 12.4 inclusive of the Agreement shall be deemed a material breach that is not remediable.

13 **General**

13.1 **IET Identifiers:** The Licensee shall not use any of the IET's trade marks, logos or trade names (save to the extent reasonably required to comply with the acknowledgement obligations under these Conditions) without obtaining the prior written consent of IET.

13.2 **Confidentiality:** The terms of the Order Form are confidential and shall not be disclosed by the Licensee to any third party without the IET's prior written consent, unless disclosure is required by law, a court of competent authority or regulatory body.

13.3 **Entire Agreement.** The Agreement (as defined on the Order Form) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Licensee acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. The Licensee shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement. For the avoidance of doubt, any terms and conditions attached to any purchase order or otherwise submitted at any time to the IET by the Licensee in connection with the Licence are not accepted by the IET and shall not apply to the Agreement.

13.4 **Variation:**

13.4.1 The IET has the right to change and/or modify these Conditions (or any part of the same) from time to time and shall notify the Licensee of such changes and/or modifications provided always that that IET shall not have the right under this clause 13.4.1 to diminish the scope of the licence granted to the Licensee under the Agreement or to increase the Fee payable (any such changes and/or modification to be agreed in accordance with clause 13.4.2). The Licensee's and any Authorised Users' continued use of the Licensed Materials following such notification will signify the Licensee's acceptance of such changes and/or modifications.

13.4.2 Save as set out in clause 13.4.1, no variation of the Agreement shall be valid unless it is in writing and signed on behalf of each of the parties.

13.5 **Assignment:** The Licensee shall not assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the IET. If rights in all or any part of the Licensed Materials are assigned by the IET to a third party, the IET shall endeavour to ensure that the Licensee may continue to have access to the Licensed Materials.

- 13.6 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.7 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 13.8 **Headings and interpretation.** The headings used in the Agreement are for convenience only and are not to be considered in construing the terms of the Agreement. In the Agreement “includes” and “including” and words of similar effect shall be construed as if they were immediately followed by the words “without limitation”.
- 13.9 **Relationship:** Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 13.10 **Language:** The Agreement is drafted in, and will be governed by, the English language only. If the Agreement it is translated, the English version shall prevail.
- 13.11 **Notices:** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
- (i) delivered by hand; or
 - (ii) sent to the other party by pre-paid domestic first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (iii) sent to the other party by pre-paid international first-class post at its registered office (if a company) or its principal place of business (in any other case); or
 - (iv) sent to the other party by email to the address contained on the Order Form.

Any notice or communication shall be deemed to have been received:

- (v) if sent in accordance with clause 13.11(i), receipt of a signature at the time of delivery;
- (vi) if sent in accordance with clause 13.11(ii), at 9.00 am on the second Business Day after posting or if earlier at the time recorded by the delivery service; and
- (vii) if sent in accordance with clause 13.11(iii), at 9.00 am on the fifth Business Day after posting or if earlier at the time recorded by the delivery service; and
- (viii) if sent in accordance with clause 13.11(iv), at the time of transmission, or, if this time falls outside business hours in the place of receipt, when



business hours resume. (For the purposes of this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.)

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, other method of dispute resolution.

- 13.12 **Third Parties:** No person other than the IET and the Licensee has any right to enforce any term of the Agreement.
- 13.13 **Mediation:** Subject to clause 13.14, if any dispute arises out of or in connection with Agreement, the parties agree to attempt to resolve a dispute by negotiation between the parties in the first instance. If the attempt is unsuccessful, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 13.14 **Law and Jurisdiction:** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.