

DIGITAL CONTENT LIBRARY – PAY AS YOU GO LICENCE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (except where the context otherwise requires) the following words and expressions shall have the following meanings:

"Agreement"	means these terms and conditions,
"Digital Content Library"	means the collection of Programmes, Materials, the Learning Design Toolkit, other software and functionality which may be accessed by You [and Your Administrator] through the Website;
"Fees"	means all fees as set out in the Order Form and payable in accordance with Clause 8;
"Hard Drive"	means the hard drive (if any) provided by Video Arts pursuant to the Order Form or a request under Clause 4.3;
"Hard Drive Rental Fee(s)"	means the fee(s) in respect of rental of the Hard Drive as set out in the Order Form and payable in accordance with Clause 8;
"Intellectual Property Rights"	means all patents, copyright and related rights (including rights in computer software and websites), database rights, design rights, trade marks, service marks, trade names, domain names, rights in reputation, rights in undisclosed or confidential information (such as know how, trade secrets and inventions (whether patentable or not)) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;
"Learning Chapter"	means a chapter of any Programme;
"Learning Design Toolkit"	means the interactive software component of the Digital Content Library which can be used for designing a playlist and which may be accessed by You [and Your Administrator] through the Website;
"Licence Fees"	means the licence fees payable for the right to access and use the Digital Content Library as set out in the Order Form and payable in accordance with Clause 8;
"Materials"	means the soft and hard training materials available on the Digital Content Library which accompany and support the Programmes;

"Order Form"	means the form at the beginning of this Agreement;
"Party"	means Video Arts or You as the case may be (and %Parties+ will be construed accordingly) and reference to a Party includes reference to its successors and permitted assigns;
"Programmes"	means the training programmes, including Learning Chapters, owned by or licensed to Video Arts and made available to You on the Digital Content Library, from time to time;
"Property"	has the meaning given to it in Clause 9.1;
"Authentication Methods"	has the meaning given to it in the Order Form;
"Users"	means <ul style="list-style-type: none"> • [Administrators] • [Designers] • Your officers; • Your employees; and • any person whose services are contracted principally to You <p>who for training purposes is allowed to manage access, to the Digital Content Library;</p>
"Website"	means the on-line portal for the Digital Content Library at www.videoarts.com/digitallibrary ;
"Working Day"	means any day from Monday to Friday inclusive during the hours of 9.00am to 5pm (UK time) but excluding Bank Holidays and any other designated national holidays in England

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 headings are included for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.2 words importing a particular gender shall be interpreted neutrally;
- 1.2.3 references to ~~%including+, %a particular+, or any similar expression~~ shall be construed as illustrative;
- 1.2.4 any reference to ~~%persons+~~ includes natural persons, partnerships, bodies corporate, corporations, associations and so forth, whether incorporated and whether or not having separate legal personality;
- 1.2.5 any reference to "Video Arts" shall include its subsidiaries, holding companies and any subsidiary of such holding company; ~~%subsidiary+~~ and ~~%holding company+~~ will have the meanings given to them by sections 736 and 736A of the Companies Act 1985;

- 1.2.6 any reference to a statute includes all respective rules and regulations as from time to time amended, consolidated or re-enacted; and
- 1.2.7 in the case of a conflict or ambiguity the order of precedence for this Agreement shall be and the documents attached to it or referred to in this Agreement shall be as follows:
- (a) the Order Form;
 - (b) this document;
 - (c) the General Terms and Conditions Of Use of the Digital Content Library in force from time to time as set out on the Website, at www.videoarts.com/digitallibrary.

2. PARTIES' OBLIGATIONS

- 2.1 In consideration of the payment of the Fees by You to Video Arts in accordance with this Agreement, Video Arts will grant You a licence to use the Digital Content Library as further set out in Clause 4 of this Agreement.
- 2.2 You will:
- 2.2.1 pay the Fees in accordance with Clause 8;
 - 2.2.2 advise Video Arts of any breach of the Agreement by You; and
 - 2.2.3 comply with all applicable laws, statutes, regulations and codes of conduct.

3. DIGITAL CONTENT LIBRARY – PAY AS YOU GO

- 3.1 Video Arts shall provide, on the terms of this Agreement, the Digital Content Library. Subject to Clause 3.2, the Digital Content Library shall include the Programmes and Materials as agreed.
- 3.2 From time to time and at its sole discretion, Video Arts shall have the right to add to, modify, or remove any of the Programmes or Materials provided in the Digital Content Library without liability under this Agreement and if it does so it shall use reasonable endeavours to replace any Programmes or Materials with an equivalent where possible.
- 3.3 The Digital Content Library is provided on an as isqbasis without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose or that the operation of the Digital Content Library or access to the Website will be uninterrupted or error free. Video Arts and its suppliers make no warranty about the suitability of the Digital Content Library for any purpose and do not warrant that the Digital Content Library will meet your requirements. You understand and agree to bear any risk associated with Your Usersqaccess to the internet in connection with use of the Digital Content Library. You acknowledge and agree that Video Arts is not responsible for any content that comes from third parties other than Video Arts.
- 3.4 The Digital Content Library provides advice and training in a variety of business practice. You acknowledge, however, that the advice is general in nature, and you are solely responsible for the operation of Your business, and the decision to implement any practices featured in the Digital Content Library.

3.5 Video Arts will notify You in advance of any scheduled maintenance or repair activities which will mean the Digital Content Library is unavailable for a period of 24 hours or more. Routine maintenance and upgrades will be carried out outside of Working Hours so far as is possible, however, Video Arts shall be entitled to carry out emergency maintenance, repairs, reconfigurations or upgrades at any time in its sole discretion.

4. **LICENCE**

4.1 All licences granted under this Agreement shall be personal to You and You shall not assign them to any third party.

4.2 Video Arts grants to You a non-exclusive, non-transferable licence during the Term, unless terminated earlier, to:

4.2.1 use the Digital Content Library in accordance with this Agreement;

4.2.2 view, and allow You, Your Administrator and Designers to use the Learning Design Toolkit in accordance with this Agreement;

4.2.3 view, and allow You, Your Administrator, Designers and Users to view, the Programmes or individual Learning Chapters subject to this Clause 4 and Clauses 5 and Clause 9; and

4.2.4 use and allow Your Administrator and Designers to print the Materials,

in the Territory and solely for the purposes of You providing training to Users and in accordance with this Agreement.

4.3 The Hard Drive is provided by Video Arts and an annual rental fee is charged in order to stream selected Programmes or Learning Chapters to Users. Rental of a Hard Drive shall be subject to the Hard Drive rental terms and conditions, which terms and conditions will be sent out to You with the Hard Drive and which terms and conditions You will be deemed to accept if You use the Hard Drive. A copy of our Hard Drive terms and conditions are set out on the Website, at www.videoarts.com/digitallibrary.

4.4 Programmes and Learning Chapters may only be viewed by Users via a Hard Drive as provided in the Order Form or in accordance with Clause 4.3, via video streaming from Your systems using the Hard Drive.

4.5 You shall not use the Programmes or Materials (or any part of the Programmes or Materials) or include them in any products, documents or materials other than as specified in this Agreement.

4.6 You will be responsible for acquiring any licenses and paying any fees required by the Performing Right Society, Mechanical Copyright Protection Society or any other similar body arising from the exercise by You of Your rights under this Agreement.

5. **DIGITAL CONTENT LIBRARY PAY AS YOU GO USE AND ACCESS**

General

5.1 You are solely responsible for use of the Digital Content Library by You. You are solely responsible for all activities that occur under user names and passwords issued pursuant to this Agreement to You to access and use the Digital Content Library and under user names and passwords issued pursuant to this Agreement to Your Users to access and use the Digital Content Library.

- 5.2 You will not, and shall ensure that Your Users do not, use the Digital Content Library, its content or the services for illegal or inappropriate purposes.
- 5.3 You will not, and shall ensure that Your Users do not, (nor attempt to) interfere with or disrupt the proper operation of Video Arts' software, hardware, systems or networks or the Digital Content Library service, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content.
- 5.4 You will not, and shall ensure that Your Users do not, attempt to gain unauthorised access to Video Arts' computer system or the computer system(s) of any other user, or to parts of the Website to which You do not have access rights.
- 5.5 You will not, and shall ensure that Your Users do not, take any action which does or may cause Video Arts' service to users to be interrupted or degraded.
- 5.6 You will not, and shall ensure that Your Users do not use the Digital Content Library to do any of the following:
- 5.6.1 convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature;
 - 5.6.2 send any unsolicited commercial emails, advertise or offer to sell any goods or services, or conduct or forward surveys, contests or chain letters;
 - 5.6.3 knowingly or negligently upload or download files that contain software or other material protected by copyright, trade marks, patents or other Intellectual Property Rights (or by rights of confidentiality or privacy of publicity, where applicable) unless You own or control the rights thereto or have received all necessary consents; or
 - 5.6.4 falsify the origin or source of any content or other material.
- 5.7 You will not, and shall ensure that Your Users do not, copy, record, edit, alter or otherwise interfere with the Programmes, Learning Chapters or Materials and other content on the Digital Content Library, including by use of video capture software, editing or altering by separating sound or music from vision or removing any content in a way which impairs the integrity of the Programmes, Learning Chapters or Materials.
- 5.8 You and Your Users shall not be entitled to download, save or copy any Programmes from the Digital Content Library. Access to Programmes will be via secure video streaming or roaming hard drive.
- 5.9 You will not and shall ensure that Your Users do not copy, record, edit, alter or translate any of the Programmes, Materials and Learning Design Toolkit or any part of the Programmes, Materials and Learning Design Toolkit except as may be specifically permitted under this Agreement. This shall include, without limitation:
- 5.9.1 not using recording equipment to record during playback of the Programmes (or any part of the Programmes);
 - 5.9.2 not overlaying the Programmes (or any part of the Programmes including Learning Chapters) with other audio, video or images, or distorting the

quality of the Programmes (or any part of the Programmes including Learning Chapters);

- 5.9.3 not removing, editing or otherwise interfering with (or attempting to remove edit or otherwise interfere with) any names, marks, logos or branding on the Programmes (or any part of the Programmes including Learning Chapters) or Materials.
- 5.10 You will not reverse engineer, disassemble or otherwise attempt to derive source code for the Property in whole or in part except to the extent expressly permitted by law.
- 5.11 You must, only access the Digital Content Library after accepting the general on-line terms and conditions relating to the Digital Content Library, as set out on the Website.
- 5.12 We reserve the right to suspend or terminate access to the Digital Content Library at any time if we suspect any infringement of use as stipulated in this Agreement.
- 5.13 Should You experience any problems with the Digital Content Library and/or the use of the Programmes or Materials in accordance with this Agreement, You should contact the Video Arts helpdesk on **+44 (0)20 7400 4800** or digitallibraryhelp@videoarts.co.uk on a Working Day.

Gaining Authorised Access

- 5.14 Access to the Digital Content Library shall be subject to the Authentication Methods as specified in the Order Form. When any of Users leave, You must take all necessary steps to promptly terminate their access to the Digital Content Library. You shall not, and shall ensure that Your Users do not, disclose any user names or passwords to any third parties.
- 5.15 You are responsible for ensuring that any user name and password provided to You and Your Users, in relation to the Digital Content Library remains confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any unauthorised person.
- 5.16 You must notify Video Arts immediately if:
 - 5.16.1 You suspect that any user name and password have in any way become compromised; or
 - 5.16.2 an officer or employee with a user name and password leaves Your employment;and You must take all necessary steps to promptly terminate access of such officers or employees to the Digital Content Library.
- 5.17 If Video Arts believe that there is likely to be a breach of security or misuse of the Digital Content Library, Video Arts may require You to change Your Administrator's and/or Designer's and/or Users's user name and password or suspend access to the Digital Content Library. Video Arts reserves the right to edit, amend or issue new user names and passwords or require a change of user name or password at any time by giving notice to You. Video Arts also reserve the right to suspend service if a breach of security or misuse is not addressed within 24 hours of identification.

6. **TERM**

This Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, shall continue in force for the Term.

7. **TERMINATION**

7.1 Either Party may terminate this Agreement immediately upon written notice to the other where the other Party is in material or continuing breach of any of the terms of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of receiving written notice of the breach from the terminating Party.

7.2 Either Party may terminate this Agreement immediately on giving notice in writing if any of the following events (or any event analogous to any of the following in a jurisdiction other than England & Wales) occurs in respect of the other Party:

7.2.1 a proposal is made for a voluntary arrangement within Part I of Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

7.2.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

7.2.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;

7.2.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

7.2.5 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

7.2.6 it is or becomes insolvent within the meaning of section 123 Insolvency Act 1986; or

7.2.7 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

Consequences of Termination

7.3 Upon expiry or termination of this Agreement:

7.3.1 You shall (and shall ensure that Your Users shall) cease to use or have access to the Digital Content Library and its contents;

7.3.2 You shall cease to offer the Programmes and/or Materials (or any part of the Programmes or Materials) to Users; and

7.3.3 You shall return to Video Arts or delete or destroy all copies of the Materials and all copies of the Hard Drives in Your possession.

7.4 Termination or expiry of this Agreement howsoever caused shall not affect the rights of either Party under this Agreement which may have accrued up to the date of termination or expiry.

7.5 Termination or expiry of this Agreement howsoever caused shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after such termination or expiry.

8. FEES

8.1 You shall pay Video Arts the required Fees.

8.2 You shall pay Video Arts all sums due under this Agreement within 30 days of the date of Video Arts invoice.

8.3 Payments shall be made in pounds sterling.

8.4 All payments required to be made under this Agreement are stated exclusive of Value Added Tax which, if applicable, shall be paid in addition at the rates prevailing from time to time.

8.5 If You fail to pay when due any amount payable by You under this Agreement, Video Arts will be entitled but not obliged to charge You interest on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of five per cent per annum above the LIBOR base rate from time to time in force. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by You on demand.

8.6 If You fail to pay when due any amount payable by You under this Agreement, Video Arts will be entitled but not obliged to suspend access to the Digital Content Library from the due date up to the date of actual payment.

9. INTELLECTUAL PROPERTY

9.1 You acknowledge that all Intellectual Property Rights in the Digital Content Library including the Programmes and Materials, the Learning Design Toolkit and the Website, including any software, (the ~~Property~~) are owned by Video Arts or Video Arts licensors. Any licences granted by Video Arts to You are non-exclusive and non-transferable, to use the Intellectual Property Rights in the Programmes, Materials and Learning Design Toolkit only as specified in this Agreement.

9.2 You shall not in any manner damage or impair any of Video Arts Intellectual Property Rights, and shall use Your best efforts to protect Video Arts Intellectual Property Rights from infringement by Users or third parties.

9.3 You will notify Video Arts promptly of any actual, threatened or suspected infringement by You or any of Your Users or any other person or company of Video Arts Intellectual Property Rights in the Property of which You may become aware. You shall take such action (including the institution of legal proceedings) as Video Arts may request to prevent such infringement and/or to recover proper damages or compensation and will at all times keep Video Arts fully informed of the progress of such action. Video Arts shall indemnify You from and against Your reasonable costs in connection with or arising out of any legal action requested by Video Arts. Any damages and/or compensation recovered shall after deduction of any irrecoverable costs be paid to Video Arts by You within 30 days of Your receipt.

- 9.4 You will indemnify Video Arts and keep Video Arts indemnified in the event of any loss of any nature suffered by Video Arts in the event of any infringement of any Intellectual Property Rights (whether belonging to Video Arts or Video Arts licensors) by You, or by Your failure to take such reasonable steps to protect the Intellectual Property Rights of Video Arts or the Intellectual Property Rights in the Property whoever they belong to. Such indemnity shall include all losses, costs and expenses incurred by Video Arts as a consequence of any such claim.
- 9.5 You will not take any steps to register any Intellectual Property Rights in relation to the Property.
- 9.6 Subject to the provisions of Clause 9.7, Video Arts agrees to indemnify You and keep You indemnified from and against any and all claims made against You alleging that the normal use of the Digital Content Library permitted under this Agreement infringes the Intellectual Property Rights of a third party. Such indemnity will include the losses, reasonable costs and expenses incurred by You as a consequence of such claim.
- 9.7 Immediately upon becoming aware of a claim which might give rise to any liability of Video Arts to indemnify You under Clause 9.6 You will:
- 9.7.1 give notice in writing of the claim to Video Arts;
 - 9.7.2 allow Video Arts to assume the control and conduct of the defence and settlement of the claim;
 - 9.7.3 give such reasonable assistance as may reasonably be required by Video Arts in relation to the claim; and
 - 9.7.4 not compromise Video Arts position in relation to the claim in any way.

10. **LIMITATION OF LIABILITY**

- 10.1 Nothing in this Agreement will affect either Party's liability for death or personal injury resulting from any act, omission or negligence of that Party or its officers, agents, employees or sub contractors, nor for fraudulent misrepresentation.
- 10.2 Neither Party shall be liable to the other for any claim to the extent that the same is or can be characterised as a claim for (or arising from):
- 10.2.1 loss of profits or anticipated savings;
 - 10.2.2 loss of goodwill or injury to reputation;
 - 10.2.3 loss of business opportunity;
 - 10.2.4 losses suffered by third parties; or
 - 10.2.5 indirect, consequential or special loss or damage,

regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether Video Arts or You (as the case may be) knew or had reason to know of the possibility of the loss, injury, or damage in question.

Save as provided in Clauses 9.4 and 9.6 above (claim of infringement of Intellectual Property Rights), each party's aggregate liability to the other in respect of all losses, damages, costs, expenses or claims arising out of or in connection with this

Agreement (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all, or in respect of any indemnities given) shall not exceed, for each event or connected series of events, 150% of the Fees paid by You in the 12 months immediately preceding the claim.

11. **CONFIDENTIALITY**

11.1 The Parties recognise that under this Agreement they may receive each other's trade secrets and the confidential or proprietary information of the other Party. All information belonging to or relating to a Party including information concerning business plans, customers, supplies, services, intellectual property and financial results received by the other Party as a result of entering into or performing this Agreement which is designated as confidential by the disclosing Party or is otherwise clearly confidential in nature constitutes 'confidential information'.

11.2 Each Party agrees not to use confidential information for any purpose other than the purpose for which it is supplied under this Agreement and agrees not to divulge confidential information received from the other Party to any of its employees who do not need to know it, and to prevent its disclosure to or access by any third party without the prior written consent of the disclosing Party except to its professional advisers or as may be required by law or any legal or regulatory authority.

11.3 Each Party will use a reasonable degree of care which in any event will not be less than the same degree of care which the receiving Party uses to protect its own confidential information to keep and ensure its employees and agents keep any and all such information confidential. This obligation will survive the termination of this Agreement for a period of five years or, in respect of a particular item of confidential information, until such earlier time as that item of confidential reaches the public domain other than through the receiving Party's own default.

12. **DATA PROTECTION**

12.1 To the extent that Video Arts gets access to any personal data from You (where personal data is defined in the Data Protection Act 1998), You agree that Video Arts acts as a data processor (as defined in the Data Protection Act 1998) for such personal data.

12.2 Video Arts will process such personal data only in accordance with this Agreement and Your instructions.

12.3 Video Arts warrants that it has appropriate cyber liability insurance and operational and technological processes and procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of such personal data.

13. **PUBLICITY**

13.1 No public announcement or public circular (including a media release) relating to the subject matter of this Agreement will be made unless it has first been agreed in writing between the Parties.

13.2 Notwithstanding Clause 13.1 above Video Arts shall be permitted to identify You by name as a client of Video Arts, and shall be permitted to include Your name and logo, in any marketing material which Video Arts produces.

14. **ENTIRE AGREEMENT**

14.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement, understanding, representations or negotiation between the Parties relating to such matters.

14.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

15. **VARIATION**

No variation of this Agreement shall be valid unless it is in writing and signed by a duly authorised representative of each Party.

16. **WAIVER AND REMEDIES**

Any failure to exercise or any delay in exercising a right or remedy provided by this Agreement or at law or in equity shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

17. **THIRD PARTY RIGHTS**

17.1 No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. **NO PARTNERSHIP**

Nothing in this Agreement is intended to create an agency relationship, a partnership or joint venture of any kind between the Parties.

19. **TRANSFER**

19.1 Subject to Clause 19.2 below, neither Party may assign, sub-contract or transfer in any way any of its rights, liabilities and/or obligations under this Agreement on a temporary or permanent basis to any third party without the prior written consent of the other.

19.2 Video Arts may sub-contract the performance of any of its obligations under this Agreement, or assign the benefit of this Agreement, to a third party.

20. **SEVERABILITY**

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid or unenforceable then such part shall be severed from the remainder of this Agreement which shall remain valid and enforceable to the fullest extent permitted by law.

21. **NOTICES**

- 21.1 Notices shall be in writing and signed by or on behalf of the notifying Party and shall be delivered by:
- 21.1.1 personal delivery,
 - 21.1.2 pre-paid first class post or recorded delivery or registered post;
 - 21.1.3 facsimile transmission; or
- to the address or number and for the attention of the relevant Party set out in the Order Form.
- 21.2 Any such notice will be deemed to have been received:
- 21.2.1 if delivered personally, at the time of delivery;
 - 21.2.2 in the case of pre-paid first class post or recorded delivery or registered post, 48 hours from the date of posting if from and to an address in the United Kingdom or Northern Ireland and five days from the date of posting if from and to an address elsewhere;
 - 21.2.3 in the case of facsimile, 24 hours after the time of transmission provided an error-free transmission has been received by the sender.

22. **DISPUTE RESOLUTION**

- 22.1 Any question or difference which may arise concerning the construction, meaning or effect of this Agreement, or any matter arising out of or in connection with this Agreement will in the first instance be referred to a manager at Video Arts responsible for the project and Your manager responsible for the project for discussion and resolution as soon as reasonably possible and, in any event, within 21 days of such referral. If the matter is not resolved at this meeting, the escalation will continue through another level of executives of the Parties as soon as reasonably possible and, in any event, within a further 21 days. If the unresolved matter is having a serious effect on the relationship between the Parties, on Your obligations under this Agreement or the provision of any of the services, the Parties will use reasonable endeavours to reduce the elapsed time in completing the process. Neither Party may initiate any legal action until the process has been completed, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.
- 22.2 If the dispute is not resolved by escalation in accordance with Clause 22.1, the Parties may seek to resolve disputes between them by an alternative dispute resolution technique recommended by the Centre for Dispute Resolution.

23. **GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with English law and each Party submits to the non-exclusive jurisdiction of the courts of England and Wales.