

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ACCESSING AND/OR USING THE DATA:**

This data licence (“**Licence**”) is a legal agreement between you (the “**Customer**” or “**You**”) and the MET OFFICE, for and on behalf of the Secretary of State for Science, Innovation and Technology (DSIT) of the United Kingdom of Great Britain and Northern Ireland, whose principal place of business is at FitzRoy Road, Exeter, Devon, United Kingdom EX1 3PB (the “**Met Office**” or “**We**”) for Met Office data via the Snowflake data marketplace platform, together with any electronic documentation (“**Data**”).

**BY ACCESSING AND/OR USING THE DATA YOU AGREE TO THE TERMS OF THIS LICENCE, WHICH WILL BIND YOU, YOUR PRINCIPAL(S), AND YOUR EMPLOYEES. YOU ALSO REPRESENT, BY ACCESSING AND/OR USING THE DATA THAT YOU HAVE AUTHORITY TO ENTER INTO THIS LICENCE WITH THE MET OFFICE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO PROVIDE THE DATA TO YOU AND YOU MUST DISCONTINUE ACCESSING AND/OR USING THE DATA NOW. IN THIS CASE YOU MUST ERASE OR DESTROY ALL COPIES OF THE DATA UNDER YOUR CONTROL AND STORED ON ANY MEDIUM.**

**THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 8 AND YOU SHOULD PAY SPECIAL ATTENTION TO THIS CLAUSE.**

**AGREED TERMS:**

**1. Interpretation**

The definitions and rules of interpretation in this clause apply to this Licence.

**1.1. Definitions**

“**Affiliate**” means each and any subsidiary or holding company of the Customer and each and any subsidiary of a holding company of the Customer (and the expressions “holding company” and “subsidiary” will be construed in accordance with s 1261(1) of Companies Act 2006 and any re-enactment or modification to it).

“**Insolvency Event**” means any of the following events:

- (i) a meeting of Your creditors being held for an arrangement or composition with or for the benefit of Your creditors (including a voluntary arrangement) being proposed by or in relation to You;
- (ii) a charge holder, receiver, administrative receiver, or other similar person taking possession of or being appointed over or any distress, execution, or other process being levied or enforced (and not being discharged within 7 days) on the whole or a material part of Your assets;
- (iii) You ceasing to carry on business, stopping paying Your debts as they fall due, or being deemed to be unable to pay Your debts;
- (iv) You or Your directors or the holder of a qualifying floating charge giving notice of their intention to appoint, appointing, or making an application to the court for the appointment of an administrator;
- (v) a petition being presented (and not being discharged within 28 days), a resolution being passed, or an order being made for Your administration, winding up, bankruptcy, or dissolution; or
- (vi) the happening in relation to You of an event analogous to any of the above in any jurisdiction in which You are incorporated or resident or in which You carry on business or have assets.

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade names, business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Order**” means the order placed by You and accepted by the Met Office (at the Met Office's absolute discretion).

“**Permitted Use**” means the use of the Data by Your officers, employees and/or contractors solely in the course of Your day to day internal business administration activities and the day to day running of Your business and organisation. Neither You nor any of Your users may: (i) copy the Data, or any material subset thereof; (ii) modify or create derivative works or improvements to the Data, or any material subset thereof, in order to build a competitive product or service; (iii) publish, disseminate, distribute, or provide access of any kind to the Data, or any material subset thereof, to any third party; (iv) sell, sublicense, loan, lease, assign, authorize others to access, use, disclose, or attempt to grant any rights to, the Data, or any material subset

thereof, to third parties; (v) except as permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Data; (vi) access and/or use the Data or any material subset thereof to act as a consultant to third parties, service bureau, or application service provider; or (vii) to the extent the Data is provided in a manner that does not identify an individual, access and/or use the Data to create, generate, or infer any information relating to the identity of an individual. You will not remove, delete or alter any trademarks, copyright notices, or other proprietary notices of the Met Office or its licensors, if any. For the avoidance of doubt, nothing in this Licence prohibits You from independently developing or building a competitive product or service.

- 1.2. Headings in this Licence will not affect its interpretation.
- 1.3. A “**person**” includes a natural person and a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. References to a party or parties means a party or parties to the Licence.
- 1.5. A reference to a statute or statutory provision is a reference to it as it is in force in the United Kingdom 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.
- 1.6. Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**”, or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.
- 1.7. A reference to writing includes email.
- 1.8. Unless the context requires otherwise words in the singular will include the plural and vice versa.
- 1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Commencement and duration**

- 2.1. The Data supplied under the Licence will be provided by the Met Office to You from the date of first access or use.
- 2.2. Subject to clause 10, the Data supplied under the Licence will continue to be supplied for the period of six (6) months or any such longer period We may specify in writing (“**Term**”).

## **3. The Warranties**

- 3.1. The Met Office warrants that it is authorised by the Controller of His Majesty's Stationery Office and any relevant third party to grant licences to access and/or make use of the Data.
- 3.2. The Met Office aims to ensure that the content of the Data is accurate and consistent with its current scientific knowledge and practice. However, the science that underlies meteorological forecasts and climate projections is constantly evolving. Therefore, any element of the content of the Data that involves a forecast or a prediction should not be relied upon as if it were a statement of fact.
- 3.3. The Met Office does not warrant that the Data will be fit for Your intended use and You are responsible for undertaking Your own evaluation exercise before choosing to rely upon the content of the Data.
- 3.4. The Met Office does not agree, warrant or represent that:
  - (i) the access to the Data will always be continuous, uninterrupted or error-free; or
  - (ii) the access to the Data will be fit to operate in conjunction with Your systems.
- 3.5. The Met Office reserves the right to:
  - (i) update the Data at all times during the Term to take account of changes to Met Office architecture or ways of working. This may lead to interruption to the availability of the Data;
  - (ii) change the Data to improve it and/or comply with applicable law, security or safety requirements; and
  - (iii) make any change that does not have a materially adverse or negative effect on the access to the Data.
- 3.6. If the Met Office makes material adverse changes to the access to the Data, the Met Office will notify You of any such material adverse changes. You acknowledge that the Met Office will not be liable to You for any failure by the Met Office to notify You of any such changes. You may, within 30 (thirty) days from the date of such notification by the Met Office, give the Met Office notice in writing to [legal@metoffice.gov.uk](mailto:legal@metoffice.gov.uk) and to [ML-snowflake@metoffice.gov.uk](mailto:ML-snowflake@metoffice.gov.uk) that You will discontinue the use of the access of the Data and terminate the Licence. If the Met Office does not receive any such notice within such thirty (30) day period, You will be deemed to have accepted the change and the Licence will remain in force in accordance with its terms.
- 3.7. The Met Office does not warrant or represent that Data is appropriate or available in any particular location. The Met Office may block the access to the Data (or part thereof) to any person (“Unauthorised Person”) or in any geographic area(s) at any time (“Restricted Territory”) if required to do so by applicable law. You will ensure that no Unauthorised Person accesses the Data, and that the Data are not accessed from any Restricted Territory. If You attempt to

procure access to the Data for any Unauthorised Person and/or seek or choose to access the Data from outside the Restricted Territory, You do so at Your own risk.

- 3.8. You acknowledge that during the Term the Data is provided "AS IS" without any warranty of any kind and that You are accessing the Data at your own risk.
- 3.9. Other than the warranties expressly specified in this Licence, the Met Office excludes all warranties or representations (express or implied) including any in respect of the accuracy, compatibility, performance, or fitness for purpose of the Data to the fullest extent permitted by applicable law.

#### **4. Your obligations**

You will:

- (i) co-operate with the Met Office in all matters relating to the Licence;
- (ii) at your own discretion access and/or use the Data in an operational environment;
- (iii) comply with all applicable technology control or export laws and regulations; and
- (iv) not decompile, reverse engineer or create derivative works of the Data.

#### **5. Price and payment**

- 5.1. The Data is provided for the fee or subscription set out in the Order.
- 5.2. If You continue to access and/or use the Data following completion of the Term, then the Met Office reserves the right to charge You in accordance with Met Office standard pricing conditions.

#### **6. Ownership of Data and Licence for the Permitted Use**

- 6.1. All Intellectual Property Rights and all other rights in the Data will be owned by the Met Office (on behalf of the Crown) and its licensor(s). All Data licensed under the Licence remain the property of the Met Office (on behalf of the Crown) and, if applicable, its licensor(s). Your right to access and/or use the Data for the Permitted Use will not give You any ownership rights or other interest in any of the Data.
- 6.2. The Met Office grants You a perpetual, worldwide, non-exclusive, non-transferable licence to access and/or use the Data solely for, and to the extent permitted by, the Permitted Use.
- 6.3. No right or licence is granted by the Met Office to You except as expressly set out in this clause 6.
- 6.4. You agree:
- (i) to take all reasonable steps to prevent any damage to or infringement of the Met Office's Intellectual Property Rights; and
  - (ii) not to sub-licence, distribute, sell, or otherwise make the Data available to third parties other than to the extent of the scope of the Permitted Use.

- 6.5. Where the Permitted Use allows You to reproduce or publish the content of the Data, the reproduction or publication must contain a Crown Copyright acknowledgement in the following form:

where the reproduction will be wholly within the UK:

"© Crown copyright [followed by year of first publication], Met Office"

OR

where the reproduction will occur outside the UK:

"© British Crown copyright [followed by year of first publication], Met Office"

- 6.6. The words "Met Office" and the Met Office device and logos are registered trade marks in the United Kingdom, the European Union, the United States of America, and other countries. These trade marks are the property of the Secretary of State for Science, Innovation and Technology of the United Kingdom of Great Britain and Northern Ireland. You may not use any trade mark, service mark, logo, or corporate or business name of the Met Office without the Met Office's prior consent in writing.
- 6.7. You will ensure that the Data in Your possession are secure and that adequate technological security measures are taken to ensure that the Data are not accessed or used by unauthorised persons. You will allow the Met Office to access Your premises and records as may be reasonably required by the Met Office in order to undertake verification that You are compliant with the terms of the licence that is granted in this clause 6.

#### **7. Confidentiality**

- 7.1. Subject to the provisions of clauses 7.2 and 7.3, each party:

- (i) will treat as strictly confidential and use solely for the purposes contemplated by the Licence all information, whether technical or commercial, obtained or received by it as a result of entering into or performing its obligations under the Licence and relating to the negotiations relating to, or the provisions or subject matter of, the Licence or the other party ("Confidential Information"); and
- (ii) will not, except with the prior written consent of the party from whom the confidential information was obtained publish or otherwise disclose to any person any Confidential Information.

7.2. Each party may disclose Confidential Information that would otherwise be subject to clause 7.1 if (but only to the extent that) it can demonstrate that:

- (i) such disclosure is required by law or by any securities exchange or regulatory or governmental body having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law;
- (ii) the Confidential Information was lawfully in its possession prior to its disclosure by the other party (as evidenced by written records) and had not been obtained from the other party; or
- (iii) the Confidential Information has come into the public domain other than through its fault or the fault of any person to whom the Confidential Information has been disclosed in accordance with clause 7.1.

7.3. Each party may for the purposes contemplated by the Licence disclose Confidential Information to the following persons or any of them, provided that it procures the compliance of each such person with confidentiality obligations that are no less onerous than those set out in this clause 7:

- (i) its professional advisers, auditors, bankers and insurers, acting as such; and
- (ii) its directors, officers, senior employees, and permitted sub-contractors.

## **8. Limitation of liability - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

8.1. This clause 8 sets out the entire financial liability of the Met Office (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to You in respect of:

- (i) any breach of the Licence including any deliberate personal repudiatory breach;
- (ii) any use made by You of the Data or any part thereof; and
- (iii) any representation, statement, or tortious act or omission (including negligence) arising under or in connection with the Licence.

8.2. Nothing in this Licence limits or excludes the liability of the Met Office:

- (i) for death or personal injury resulting from negligence;
- (ii) for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by the Met Office;
- (iii) for any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- (iv) any other matter for which it would be illegal or unlawful for the Met Office to exclude or attempt to exclude its liability.

8.3. Subject to clause 8.2, the Met Office will not have any liability to You (howsoever arising, including any liability in tort) under or in connection with the Licence for losses that are indirect or consequential, or for the following losses, whether direct or indirect:

- (i) loss of income or revenue;
- (ii) loss of business;
- (iii) loss of opportunity;
- (iv) loss of profits or contracts;
- (v) loss of anticipated savings;
- (vi) loss of data;
- (vii) loss of or damage to reputation or goodwill;
- (viii) wasted expenditure; or
- (ix) wasted management and/or other staff and/or office time;

even if such losses were foreseeable and notwithstanding that the Met Office had been advised of the possibility that such losses were in Your contemplation.

8.4. Subject to clause 8.2, the Met Office's total 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 Contract will be limited to the greater of £1,000 or the price paid by You to the Met Office for the access and/or use of the Data.

## **9. Snowflake Marketplace**

9.1. The Services is made available by Snowflake Marketplace. Your attention is also drawn to the following terms that govern the Snowflake Marketplace and its products and services: <https://www.snowflake.com/legal/snowflake-provider-and-consumer-terms/>

- 9.2. You agree to abide by the above terms and any other terms and conditions communicated to You by Snowflake Marketplace from time to time (collectively, the "**Snowflake Terms** "). In the case of any conflict between the Snowflake Terms and the terms of this Licence, the terms of this Licence will prevail.

## **10. Termination**

- 10.1. Either party may terminate the Licence by giving to the other party not less than seven (7) days written notice.
- 10.2. The Met Office may terminate the Licence without liability to You immediately on notice to You:
- (i) if You are subject to an Insolvency Event;
  - (ii) if You breach the terms of the licence that is granted by the Met Office in clause 6;
  - (iii) on national security grounds;
  - (iv) in the event there is a change in legislation, regulations, or administrative practice that means that the Met Office can no longer comply with its obligations under the Licence; or
  - (v) if there is a change of Your control (as defined in section 574 of the Capital Allowances Act 2001).
- 10.3. On termination the licence granted to You in clause 6 will automatically terminate and You will either return or destroy the Data and will erase all copies of the Data under Your control and stored on any medium.
- 10.4. On termination of the Licence (however arising), the following clauses will survive and continue in full force and effect; clause 3, clause 6, clause 7, clause 8, clause 10, clause 11, clause 12, clause 16, clause 17, clause 18, clause 19, clause 21, clause 23, clause 24 and clause 25.

## **11. Freedom of Information**

- 11.1. You acknowledge that the Met Office is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and the Reuse of Public Sector Information Regulations 2015 (together the "**Disclosure Legislation**") and will assist and co-operate with the Met Office to enable the Met Office to comply with the Disclosure Legislation and any requests that reference the Disclosure Legislation ("**Requests**").
- 11.2. You will provide the Met Office with a copy of all information that is available to You in the form that the Met Office requires within five days (or such other period as the Met Office may specify) of the Met Office requesting the relevant information, and provide all necessary assistance requested by the Met Office to enable the Met Office to respond to a Request within the time periods set out in the Disclosure Legislation.
- 11.3. The Met Office will be responsible for determining in its absolute discretion whether the information:
- (i) is exempt from disclosure in accordance with the provisions of the Disclosure Legislation; and
  - (ii) is to be disclosed in response to a Request, and in no event will You respond directly to a Request unless You are expressly authorised to do so by the Met Office.
- 11.4. You acknowledge that the Met Office may be obliged under the Disclosure Legislation to disclose information:
- (i) without consulting with You; or
  - (ii) following consultation with You and having taken Your views into account.

## **12. Data Protection**

- 12.1. The EU GDPR, the UK GDPR, the Data Protection Act 2018, all applicable law about the processing of personal data and privacy, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority will together be referred to as the "**Data Protection Legislation**". "EU GDPR" means the General Data Protection Regulation (EU) 2016/679 and the "UK GDPR" means EU GDPR as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
- 12.2. Both parties will comply with their respective obligations under the Data Protection Legislation.
- 12.3. To enable the Met Office to fulfil its obligations under this Licence and its legal obligations under the Disclosure Legislation, You authorise the Met Office to retain and process personal data provided by You to the Met Office.
- 12.4. The Met Office will process personal data provided by You to the Met Office in accordance with the Met Office's Privacy Policy (a copy of which can be provided on request), as may be amended from time to time, unless the Met Office is required to depart from this by applicable law.
- 12.5. The Met Office may, on not less than 30 days' written notice, vary this clause 12 by replacing, inserting, and/or amending it with any applicable standard clauses or similar terms forming part of an applicable scheme or code of conduct approved by the Information Commissioner's Office.
- 12.6. For the purposes of this clause 12, the term "personal data" has the meaning given to it in the Data Protection Legislation.

**13. Force majeure**

- 13.1. The Met Office will have no liability to You under the Licence if it is prevented from or delayed in performing its obligations under the Licence or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control ("**Force Majeure**"), including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Met Office or any other party); failure of a utility service or transport network; acts of God; war; riot; civil commotion; malicious damage; sabotage; epidemics; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; significant power outages; IT failures; fire; flood; storm; or default of suppliers or subcontractors.
- 13.2. Where delay has arisen due to Force Majeure, the date on which the Met Office's obligations are to be fulfilled will be extended for a period of time equal to the time lost.
- 13.3. If the event that Force Majeure delays or prevents the performance of the obligations of the Met Office for a continuous period in excess of thirty (30) days, either party may terminate the Licence immediately upon giving written and signed notification to the other.

**14. Variation**

No variation of the Licence will be valid unless it is in writing and signed by or on behalf of each of the parties.

**15. Promotional material**

- 15.1. The Met Office will use its reasonable endeavours to seek prior written consent from You if it wishes to refer to You and Your access and/or use of its Data in any promotional material.
- 15.2. You warrant that such consent will not be unreasonably withheld or delayed.

**16. Waiver**

- 16.1. A waiver of any right under the Licence is only effective if it is in writing and signed and will apply only to the circumstances for which it is given. No failure or delay by either party in exercising any right or remedy under the Licence or by law will constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.
- 16.2. Unless specifically provided otherwise, rights arising under the Licence are cumulative and do not exclude rights provided by law.

**17. Severance**

- 17.1. If any provision of the Licence (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed not to form part of the Licence, and the validity and enforceability of the other provisions of the Licence will not be affected.
- 17.2. If a provision of the Licence (or part of any provision) is found illegal, invalid, or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable.

**18. Entire agreement**

- 18.1. The Licence constitutes the entire understanding and licence between the parties in connection with and about the subject matter of the Licence and supersedes all earlier and other understandings and licences between the parties and all earlier representations by either party about such subject matter.
- 18.2. Each party warrants that they have not entered into the Licence in reliance upon any representation, warranty, promise, term, condition, obligation, or statement that is not expressly set out in the Licence. If either party has given any representation, warranty, promise, or statement then (except to the extent that it has been set out in the Licence), the party to whom it is given hereby waives any rights or remedies that it may have in respect of it.
- 18.3. Nothing in this clause will limit or exclude any liability for fraud.

**19. Assignment**

- 19.1. You will not, without the prior written and signed consent of the Met Office, assign the Licence or all or any of Your rights or obligations under the Licence to any third parties (which includes Your Affiliates).
- 19.2. The Met Office may at any time assign all or any part of its rights and benefits under the Licence to a third party.
- 19.3. Each party that has rights under the Licence is acting on its own behalf and not for the benefit of another person.

**20. Relationship of the parties**

Nothing in the Licence will constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, will it constitute, or be deemed to constitute, either party the agent of the other for any purpose.

**21. Rights of third parties**

Except as expressly set out in the Licence, no person who is not a party to the Licence will have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Licence.

**22. Notices**

- 22.1. Any notice (which term will in this clause include any other communication) required to be given under the Licence or in connection with the matters contemplated by it will, except where otherwise specifically provided, be in writing in the English language.
- 22.2. If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to the addresses detailed in this Licence. We will confirm receipt of this by contacting you in writing, normally by email.
- 22.3. If We have to contact you or give you notice in writing, We will do so by email or by pre-paid post to the address you provide or confirm to us.

**23. Bribery Act 2010**

- 23.1. You will:
- (i) comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010 ("Relevant Requirements");
  - (ii) have and will maintain in place throughout the Term of this Licence Your own policies and procedures, including but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
  - (iii) promptly report to the Met Office any request or demand for any undue financial or other advantage of any kind received by You in connection with the performance of this Licence; and
  - (iv) not offer or give, or agree to give, to any employee or representative of the Met Office any gift or consideration of any kind (other than the price payable under the Licence) as an inducement or reward for doing or refraining from doing any act in relation to this or any other contract with the Met Office.
- 23.2. Any breach of clause 23.1 by You or by any person acting on Your behalf (whether with or without Your knowledge) or the commission of any offence by You or by any person acting on Your behalf under the Bribery Act 2010, will entitle the Met Office to terminate the Licence on immediate written notice and in such circumstances You will indemnify the Met Office for any loss or liability incurred by it as a result of such termination and will indemnify the Met Office against any losses, liabilities, damages, costs (including but not limited to legal fees), and expenses incurred by, or awarded against, the Met Office.

**24. Dispute Resolution**

If any dispute arises out of the Licence, the parties will first attempt to resolve the matter informally by negotiation through senior representatives of each party. If the parties are not able to resolve the dispute informally in such manner within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

**25. Governing law and jurisdiction**

- 25.1. The Licence, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with, the law of England and Wales.
- 25.2. The parties irrevocably agree that, subject to the provisions of clause 24, the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Licence or its subject matter or formation (including non-contractual disputes or claims).