

General Conditions of Use

last update: 2017/02/26

PREAMBLE

Société OPENDATASOFT, a company with its registered office located at 130, rue de Lourmel, 75015 PARIS, and with registration number RCS PARIS 538 168 329 (hereinafter 'OPENDATASOFT'), operates the platform accessible at <https://www.opendatasoft.com/> (hereinafter the 'OPENDATASOFT PLATFORM').

Based on a software as a service (SaaS) model and an economic approach, the OPENDATASOFT PLATFORM can provide numerous uses, including Open Data portals, internal data references, smart city platforms, dataset market places ... and it allows the following:

- Processing and publication of datasets for systems management.
- User data search and visualization.
- Reuse of data via simple and powerful API's for developers.

To benefit from these functionalities, the OPENDATASOFT PLATFORM provides two types of offerings:

A FREEMIUM offering, which allows free access to the SERVICES of the OPENDATASOFT PLATFORM – excluding those benefits and service guarantees provided in the context of the paying services subscribed by CLIENTS – subject to the technical constraints specified at the time of subscription.

A PREMIUM offering, a paid offering that allows access to all SERVICES of the OPENDATASOFT PLATFORM subject to the technical constraints specified at the time of subscription. It is noted that the PREMIUM offering provides a series of options that can be activated by the CLIENT

These General Conditions of Use (hereinafter the 'GCU') govern all of the different uses of the OPENDATASOFT PLATFORM through these two types of offerings.

Important BY ACCESSING AND USING THE OPENDATASOFT PLATFORM YOU AGREE TO THESE GENERAL CONDITIONS OF USE ('GCU'), WHICH CAN BE VIEWED AND DOWNLOADED AT: https://legal.opendatasoft.com/en_GB/terms-of-use.html

ARTICLE 1. DEFINITIONS AND INTERPRETATION

In these GCU, the terms listed below shall have the following definitions:

“BACK-OFFICE”: The administrative interface of the DOMAIN provided for the CLIENT by OpenDataSoft. Using the BACK OFFICE, the CLIENT can customize the graphic interface of its DOMAIN, and define administrator rights for the DOMAIN, as well as security levels for the creation of DATASETS, their modification, publication, etc. BACK- OFFICE functionalities are specified in detail at <http://docs.opendatasoft.com>.

“BENEFICIARY”: The end USER benefiting from a right of access to DATASETS published by the CLIENT.

“CLIENT”: The producer of DATASETS registered on the OPENDATASOFT PLATFORM, who has subscribed to one of the offerings provided by OPENDATASOFT for the use of the SERVICES.

“DATASETS”: Data produced by CLIENTS, published on the PLATFORM and made accessible to all or some of the different categories of USERS, depending on the offer subscribed by the CLIENT and the licenses offered by the latter.

** **“DOMAIN”**: The domain name of the type <http://.opendatasoft.com> opened by the CLIENT in connection with the offering subscribed so it can publish its DATASETS. Specific DOMAINS can also be opened subject to conditions (transmission of the relevant HTTPS certificate making it possible to secure access to the domain – private code, certificate and possible intermediate certificates)

“FREEMIUM SERVICE”: The free services package offered to CLIENTS as explained in detail at <http://www.opendatasoft.com>. To subscribe to the FREEMIUM SERVICE, CLIENTS are required to agree to the General Conditions of FREEMIUM Service (“GCFS”) accessible at https://legal.opendatasoft.com/en_GB/terms-of-services-freemium.html

“OPENDATASOFT PLATFORM”: The platform published by OPENDATASOFT, as well as all of its graphic, audio, visual, software and textual components. The OPENDATASOFT PLATFORM is the exclusive property of OPENDATASOFT. It is accessible at <https://www.opendatasoft.com/>.

“OPEN LICENSE”: The kind of LICENSE applicable to the DATASETS published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM or accessible by the BENEFICIARIES, without restriction. DATASETS published by CLIENTS with an OPEN LICENSE confer upon BENEFICIARIES a right of access and use that is non-exclusive and free of charge, for the whole world and for the total duration of all intellectual property rights in the world pursuant to the applicable laws in force, both national as well as international. The right of use includes (without limitation): reproduction, reuse, publication, dissemination, adaptation, modification, extraction and exploitation of DATASETS.

“PRIVATE LICENSE”: The specific type of LICENSE applicable to the DATASETS published by the CLIENT through its DOMAIN.

“PUBLIC SPACE”: All of the spaces of the OPENDATASOFT PLATFORM freely accessible to all categories of USERS.

“SERVICES”: All services offered by OPENDATASOFT via the OPENDATASOFT PLATFORM. The SERVICES are explained in detail in Article 4 of these GCU.

“SOLUTIONS”: Software applications offered on the OPENDATASOFT PLATFORM enabling the dissemination, organization, manipulation, aggregation, importation, sorting, etc. of DATASETS via the OPENDATASOFT PLATFORM. The various software SOLUTIONS, including BACK OFFICE, are described at <http://docs.opendatasoft.com>.

“USERS”: All users of the OPENDATASOFT PLATFORM, including:

- BENEFICIAIRES navigating on the OPENDATASOFT PLATFORM and accessing DATASETS, and
- CLIENTS, producers of DATASETS

In these GCU, unless the context otherwise requires, words in the singular include the plural and vice versa, and a reference to a gender includes each other gender.

ARTICLE 2. PURPOSE OF GCU – CONTRACTUAL DOCUMENTS

These GCU, entered into between OPENDATASOFT, on the one hand, and the USER, on the other hand, (hereinafter collectively referred to as the ‘PARTIES’) govern the rights and obligations of the PARTIES in the context of the use of all the SERVICES offered via the OPENDATASOFT PLATFORM. They constitute the common foundation of contractual relations and are supplemented by:

The General Conditions of FREEMIUM Services (FREEMIUM SERVICE) accessible at https://legal.opendatasoft.com/en_GB/terms-of-services-freemium.html governing use by CLIENTS of the FREEMIUM SERVICE.

The General Conditions of PREMIUM SERVICE (PREMIUM SERVICE) accessible at https://legal.opendatasoft.com/en_GB/terms-of-services-freemium.html, governing use by CLIENTS of the SERVICES associated with paid offerings provided by OPENDATASOFT

ARTICLE 3. CONDITIONS OF ACCESS & REGISTRATION

Every USER can access the PUBLIC SPACE and consult the DATASETS without having to open an account.

USERS wishing to become CLIENTS are called upon to follow the registration procedure defined below.

While registration on the OPENDATASOFT PLATFORM is in principle open to any organization or adult individual of sound mind, OPENDATASOFT reserves the right to refuse registration to any person, without any liability, if, in OPENDATASOFT's sole and absolute discretion, the CLIENT's activities would not be in accordance with the image of the OPENDATASOFT PLATFORM or its underlying principles.

(i) Registration Procedure

USERS who wish to open an account should first do the following:

- Fill out a form accessible at: <https://www.opendatasoft.com/fr/decouvrez-opendatasoft-demo/> USERS become CLIENTS at the moment when their OPENDATASOFT account is opened. USERS guarantee that all information they provide in opening an OPENDATASOFT account is accurate, truthful, in accordance with reality and not misleading, and that (once they have become CLIENTS) they will keep such information up to date using the BACK-OFFICE.

In the event that the CLIENT should supply inaccurate, misleading or not up-to-date information, OPENDATASOFT may immediately suspend or cancel the CLIENT's account, without prior notice or liability,

(ii) Management of Identifiers

OPENDATASOFT shall inform a USER who has become a CLIENT if registration has been accepted, following review by an administrator, sending an e-mail confirmation to the address provided in the registration process. This address constitutes the CLIENT's identifier, and the CLIENT must also choose a password. Each CLIENT shall keep its OPENDATASOFT account login details secret and shall not share them with any other person.

The CLIENT shall solely be liable for all losses arising from third party access to its OPENDATASOFT account and/or using the Services and OPENDATASOFT accepts no responsibility for any losses or harm resulting from such use, whether fraudulently or otherwise.

In the event that the CLIENT fails to keep its login details secret, or if CLIENT shares its login details or OPENDATASOFT account with someone else (whether intentionally or unintentionally), OPENDATASOFT may then cancel the account without prior notice and CLIENT shall indemnify OPENDATASOFT against all losses or harm that may result.

Under no circumstances will OPENDATASOFT be held liable in the event that the CLIENT is subject to identity theft. Any access and action performed from a CLIENT's account will be presumed to have been performed by that CLIENT, insofar as OPENDATASOFT has no obligation and does not have the technical means enabling it to ensure the identity of persons with access to the OPENDATASOFT PLATFORM and its SERVICES. If the CLIENT becomes aware of any loss, misappropriation or unauthorized use of its login details or access to its OPENDATASOFT account it shall immediately notify OPENDATASOFT of this by

e-mail sent to the following address: contact@opendatasoft.com.

(iii) Connection and parameters of the account

Upon connecting, through its account the CLIENT will be able to: - Change its password and login details; - Access all its personal information; - Access the different BACK-OFFICE functionalities.

(iv) USE of BACK-OFFICE from account

Through its BACK-OFFICE, the CLIENT will be able to: - Configure the access management to its DOMAIN - Publish pages of editorial content on its DOMAIN - Publish DATA SETS on its DOMAIN - Monitor the use of its DOMAIN

(v) Account Closure

The CLIENT may close its account at any time by sending an e-mail to: contact@opendatasoft.com. OPENDATASOFT shall proceed as swiftly as possible to deactivate the account, and shall send to the CLIENT an e-mail confirming the closure of its account and the deletion of its data from the OPENDATASOFT PLATFORM.

Accordingly, prior to the closing of its account and its DOMAIN, it is incumbent upon the CLIENT to independently backup all data that it would like to keep (files of data sources, processed DATASETS, etc.) and OPENDATASOFT shall not be liable for any loss or damage to data that results from the CLIENT requesting the closure of its account.

ARTICLE 4. DESCRIPTION OF SERVICES

(i) SERVICES dedicated to USERS

Access to the OPENDATASOFT PLATFORM is possible 24 hours a day, 7 days a week, except in cases of force majeure (see further below), technical incidents or interventions made necessary for the proper functioning of the OPENDATASOFT PLATFORM.

In navigating on the OPENDATASOFT PLATFORM, each USER has the possibility of:

- Consulting DATASETS published by the CLIENTS in the PUBLIC SPACE. The USER then becomes a BENEFICIARY.
- Registering in order to create an account and avail himself of the SERVICES specified in (ii) below. The USER then becomes a CLIENT.

(ii) SERVICES dedicated to CLIENTS

SERVICES dedicated to CLIENTS, explained in detail at <http://www.opendatasoft.com>, include the following:

- Functionality for the creation of DOMAINS
- Availability of the BACK OFFICE for management and administration of the DOMAIN and the DATASETS
- Availability of the SOLUTIONS
- The benefits and guarantees of services offered in the context of the paid offerings subscribed by CLIENTS

The particular Service Level Conventions (including the specification of maintenance and hosting services) can be entered into between OPENDATASOFT and the CLIENT in the context of the paid offerings set forth in detail at the time of subscription, as well as the related General Conditions of Service.

ARTICLE 5. MODES OF USE

(i) General Obligations of USERS

In the context of the use of the OPENDATASOFT PLATFORM, each USER undertakes to not violate public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these GCU.

Each USER has the obligation to do the following:

- To act fairly and with due diligence towards OPENDATASOFT and third parties,
- To be honest and truthful with the information supplied to OPENDATASOFT and, if applicable, to other USERS,
- To use the OPENDATASOFT PLATFORM only in accordance with the purposes described in these GCU,
- To not subvert the purpose of the OPENDATASOFT PLATFORM or to commit crimes, offenses or infractions prohibited by the r law or any other rules or regulations,
- To respect the private life of third parties and the confidentiality of exchanges,
- Not to attempt to steer USERS towards a competing service,
- Not to misuse the OPENDATASOFT PLATFORM or knowingly introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- Not to attempt to gain unauthorised access to the OPENDATASOFT PLATFORM, the server on which it is stored or any server, computer or database connected to it.
- Not to attack the OPENDATASOFT PLATFORM via a denial-of-service attack or a distributed denial-of service attack or similar attacks.

The USER undertakes not to disseminate messages or information that: - Breach any applicable laws or regulations, - Infringes the rights (including without limitation the intellectual property rights) of others, -

Disparaging or defamatory to OPENDATASOFT; - Are at variance with public order and good morals, - Are slanderous, defamatory, racist, xenophobic, involve Holocaust denial, or pose an assault on the honor or reputation of others, or are otherwise objectionable, - Incite discrimination, hatred of a person or a group of persons because of their origin, or their belonging or not belonging to a particular ethnic group, nation, race or religion, - Threaten a person or group of persons, - Are of a pornographic or pedophilic nature, - Incite people to commit a crime or an act of terrorism, or justify war crimes or crimes against humanity, - Incite people to commit suicide, - Enable third parties directly or indirectly to get hold of pirated software, software serial numbers, software that enables acts of piracy and intrusion in computer and telecommunications systems, viruses and other digital bombs, and generally speaking, any software or other kind of tool making it possible to infringe the rights of others and the safety of persons and property. - Is of a commercial nature of bad taste (, soliciting, prostitution...)

(ii) General obligations of CLIENTS

In the context of the use of the SERVICES, the CLIENT agrees: - To comply with the General Conditions of Service specific to the option chosen - To not infringe the rights of third parties, including without limitation the intellectual property rights of third parties through the establishment, dissemination or manipulation of DATASETS created through the account opened on the OPENDATASOFT PLATFORM - To reasonably cooperate with OPENDATASOFT on all questions relating to the SERVICES - That OPENDATASOFT may make use of its name, company name, logo and a sample message as a “Model client” for purposes of communication or commercial promotion without any payment from OPENDATASOFT - That OPENDATASOFT may put forward testimonials whose content and procedures for presentation are to be defined through consultation between the PARTIES - To follow all training programs recommended by OPENDATASOFT before making use of the tools provided for it prior to using the tools made available to it, and particularly the Tutorial directly accessible online through the BACK-OFFICE.

It is further noted that the CLIENT uses the OPENDATASOFT PLATFORM and the SERVICES at its own risk. To the maximum extent permitted by applicable law, the CLIENT shall be solely liable for the DATASETS that it disseminates using the OPENDATASOFT PLATFORM and for its relations with the BENEFICIARIES, in acknowledgment that OPENDATASOFT is acting, in this context, solely as a mere technical intermediary.

(iii) General Obligations of BENEFICIARIES

Each BENEFICIARY agrees to:

Strictly respect the applicable OPEN LICENSE, PRIVATE LICENSE and other license corresponding to all the DATASETS disseminated via the OPENDATASOFT PLATFORM and/or the CLIENT DOMAIN; BENEFICIARIES agree to consult the LICENSE for each DATASET before any downloading or extracting any data from the DATASET.

Always cite the source of all DATASETS or part thereof that it reuses.

ARTICLE 6. LIABILITY

(i) General principles

Nothing in these GCU shall exclude or limit OPENDATASOFT's liability for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

The USER is solely responsible for its use of the DATASETS and more generally for any content published on the OPENDATASOFT PLATFORM. OPENDATASOFT shall not be held liable for any damage caused by the use of all or part of the DATASETS, or content published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM. The same applies to DATASETS accessible via CLIENTS' DOMAINS.

The OPENDATASOFT PLATFORM may contain hyperlinks or references to third party websites, or DOMAINS created by CLIENTS, which USERS may access via or linking from the OPENDATASOFT PLATFORM. We accept no legal responsibility for any content, material or information contained in (i) third party websites and (ii) DOMAINS. The display of any hyperlink and reference to any third party website or DOMAIN does not mean that we endorse that third party website or DOMAIN. Your use of a third party website will be governed by the terms of that third party website.

To the maximum extent permitted by applicable law, OPENDATASOFT shall not be liable for content published on the OPENDATASOFT PLATFORM of which it is not the author.

Without restricting the limitation of liability stated above, OPENDATASOFT shall, to the maximum extent permitted by law, not be liable for any loss, damage or harm arising from or in connection with any of the following cases: - Abnormal use or illicit operation by USERS of the OPENDATASOFT PLATFORM - Use of the OPENDATASOFT PLATFORM that is not in compliance with, and not provided for, by this GCU and OPENDATASOFT's applicable General Conditions of Service - The temporary unavailability of the OPENDATASOFT PLATFORM as a result of technical maintenance operations or interruptions having to do with the nature of the internet network independent of OPENDATASOFT - Loss or damage being caused by viruses or other malicious code arising from use of the OPENDATASOFT platform; all USERS are responsible for using their own virus protection software - Incomplete, out-to-date or erroneous DATASETS being disseminated by a CLIENT - Any fault of the CLIENT (including without limitation in connection with its relations with BENEFICIARIES) - Lack of compatibility of the SERVICES or the OPENDATASOFT PLATFORM with the hardware and software used by the CLIENT; each CLIENT is solely responsible for assessing such compatibility.

OPENDATASOFT shall not be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the OPENDATASOFT PLATFORM or SERVICES for any: - loss of profits; - loss of revenue; - loss of sales or business; - loss of agreements or contracts; - loss of

anticipated savings; - loss of or damage to goodwill; - loss of use or corruption of software, data or information; or - indirect or consequential loss.

OPENDATASOFT warrants that it shall provide the SERVICES with reasonable care and skill and, except as expressly set out in these GCU, it excludes any other conditions, guarantees, warranties or terms in relation to the SERVICES to the maximum extent permissible by law.

OPENDATASOFT makes no guarantee that the use of the SERVICES will generate an increase in USER turnover or achieve any particular result.

By the very nature of the Internet (interconnection of a multitude of independent users interacting with each other) nothing can guarantee the overall functioning of networks from start to finish. Accordingly, OPENDATASOFT does not guarantee that the OPENDATASOFT PLATFORM will be available at all times nor does it guarantee the uninterrupted use by USERS of the OPENDATASOFT PLATFORM.

It is expressly agreed between the PARTIES that the stipulations of this Article shall continue to apply even in the case of the termination OPENDATASOFT's agreement with any USER.

(ii) OPENDATASOFT Status

USERS that notice any illegal or offensive content on the OPENDATASOFT PLATFORM are invited to notify OPENDATASOFT of this by sending an e-mail to contact@opendatasoft.com and by mail through registered letter with confirmation of receipt,, providing a hyperlink to the content that they have identified as being illegal or offensive with an accompanying explanation as appropriate

USERS acknowledge that OPENDATASOFT, as technical intermediary, does not guarantee the validity or completeness of any DATASETS or content disseminated by CLIENTS via their DOMAIN or via the PUBLIC SPACE, or whether any DATASETS are up to date.

CLIENTS are solely responsible for the DATASETS, content and services that they offer to BENEFICIARIES via the OPENDATASOFT PLATFORM and its SERVICES.

ARTICLE 7. INTELLECTUAL PROPERTY

The USER acknowledges that the OPENDATASOFT PLATFORM and all its components are the exclusive property of OPENDATASOFT.

Except for data published by CLIENTS, it is noted that all brands, logos, slogans, trade marks, graphic elements, photographs, animations, videos, software, SOLUTIONS, databases and texts created, published or recorded by OPENDATASOFT are the exclusive property of OPENDATASOFT, and therefore cannot be reproduced, used or represented without OPENDATASOFT's express prior authorization

The USER is forbidden:

- To use the name OPENDATASOFT in its campaigns without the prior written agreement of OPENDATASOFT;
- To mislead or create any confusion with OPENDATASOFT in the context of its advertising campaigns and/or promotional notices;
- To adapt, correct, modify, reproduce or reverse engineer, in whole or in part, the OPENDATASOFT PLATFORM and the related SERVICES.

Any total or partial representation of the OPENDATASOFT PLATFORM or its components, through any behavior whatsoever, without the express prior authorization of OPENDATASOFT or, as the case may be, of CLIENTS, with respect to DATASETS disseminated by their actions, is prohibited. Furthermore, OPENDATASOFT expressly prohibits the following:

Extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the OPENDATASOFT PLATFORM, by any means and in any way whatsoever, where the party committing this extraction is acting without a valid LICENSE granted by OPENDATASOFT or its CLIENTS as applicable.

The re-use, through making available to the public, all or a qualitatively or quantitatively substantial part of the OPENDATASOFT PLATFORM, in any way whatsoever, where the party committing the re-use is acting without a valid LICENSE granted by OPENDATASOFT or its CLIENTS as applicable.

ARTICLE 8. PROTECTION OF PERSONAL DATA

Each one of the PARTIES guarantees the other PARTY that it will respect the legal and regulatory obligations incumbent upon it as a result of its role, in connection with the protection of personal data.

(i) Concerning processing performed by OPENDATASOFT

In the context of the operation of the OPENDATASOFT PLATFORM each User authorises OPENDATASOFT to collect its personal data as is necessary to the management of the OPENDATASOFT PLATFORM and to process the same pursuant to the purposes indicated at the time of collection.

OPENDATASOFT may also process personal data in accordance with OPENDATASOFT's Privacy Policy which is accessible at https://legal.opendatasoft.com/en_GB/privacy-policy.html applies to all USERS and sets out how personal data is processed through the OPENDATASOFT PLATFORM.

It is noted that a USER whose personal data is being processed enjoys the right to access, and the right to correct and challenge the processing of his personal data, pursuant to the applicable law. has the information

rights set out in the above mentioned Privacy Policy. These rights can be exercised by a simple e-mail request addressed to cil@opendatasoft.com, or by standard postal delivery to the address of the company headquarters of OPENDATASOFT, with proof of its identity and a legitimate reason of its request (if a legitimate reason is required by applicable law).

(ii) Concerning processing performed by the CLIENT

In the event of processing personal data implemented by the CLIENT from its DOMAINS, OPENDATASOFT shall be acting as the data processor of the CLIENT and the CLIENT shall be the data controller in respect of that personal data (where “data controller” and “data processor” are as defined in the Data Protection Act 1998) .

In respect of that personal data OPENDATASOFT:

- Shall only process the personal data to the extent, and in such a manner, as is necessary for the purposes of performing the Services and in accordance with the CLIENT’s lawful instructions, and such processing shall always be under the full and exclusive liability of the CLIENT, and
- Shall take appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage to the personal data.

As the data controller of that personal data, CLIENT shall provide a clear privacy statement in each of its DOMAINS to enable BENEFICIARIES to understand how DATASETS and personal data is processed in relation to each of its DOMAINS.

ARTICLE 9. FORCE MAJEURE

OPENDATASOFT shall not be liable for any failure to perform its obligations, or delay in the performance of its obligations, if the failure or delay is due to causes outside its reasonable control, including without limitation (i) the event of hacking, (ii) the unavailability of materials, supplies, hardware, peripherals, personal or other equipment; and/or (iii) the interruption, suspension, reduction or disruptions of electricity or other utilities, or interruptions of electronic communications networks.

ARTICLE 10. GENERAL PROVISIONS

OPENDATASOFT reserves the option to update and amend these GCU at any time, it being specified that the GCU in force are those published on the OPENDATASOFT PLATFORM at the time of access to the PLATFORM and the navigation of the USER.

No instruction or document can give rise to an obligation not included in General Conditions of Use (CGU) as amended from time to time unless they are subject to a new agreement between the PARTIES as amended from time to time.

Nothing in these GCU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the PARTIES, constitute any PARTY the agent of another PARTY, or authorise any PARTY to make or enter into any commitments for or on behalf of any other PARTY.

Each PARTY confirms it is acting on its own behalf and not for the benefit of any other person. No failure, delay or indulgence by either PARTY in exercising any power or right under the GCU shall operate as a waiver of that power or right.

Article headings in these GCU are included for convenience only and shall have no effect on the interpretation of these GCU.

If any provision or part of a provision of these GCU is held to be invalid, illegal or unenforceable that part shall be severed and the remaining provisions shall continue to be valid and enforceable as if the invalid provision was omitted from these GCU.

ARTICLE 11. APPLICABLE LAW

The construction, validity and performance of these GCU and all non-contractual obligations arising from or connected with these GCU shall be governed by English law.

The PARTIES agree that any dispute arising out of or related to these GCU (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

In the event of disputes arising between the PARTIES regarding the interpretation, execution or termination of these GCU, the PARTIES shall strive to reach an amicable settlement; this provision shall not prevent either PARTY from issuing formal legal proceedings at any time.