

Microsoft Premier Core Services Agreement

DIR-SDD-1927

Tex DIR Website:

http://www2.dir.state.tx.us/ict/contracts/Pages/Details.aspx?dir_contract_number=DIR-SDD-1927

(For Microsoft Internal Purposes Only)
Core Services Agreement Number

This Support Service Agreement ("Agreement") is effective as of 11/01/2015, by and between the undersigned customer ("You", "Your", "Customer") and the undersigned Microsoft affiliate ("We", "Us," or "Our"). This Agreement is comprised of this cover page, the services description, the terms and conditions, and any exhibits and/or Fee and Named Contacts Schedule(s) that are attached or subsequently accepted referencing this Agreement, and which are incorporated by this reference.

Customer Invoice Information		
Name of Customer Williamson County		Contact Name (This person receives invoices under this Agreement unless otherwise specified on Your Purchase Order.) Jim Daniels
Street Address 301 SE Inner Loop		Contact E-mail Address jdaniels@wilco.org
City Georgetown	State/Province TX	Phone 512-943-3707
Country USA	Postal Code 78626	Fax
Microsoft Contact Information		
Notices to Microsoft should be sent to (Microsoft affiliate to complete): Microsoft Corporation 7000 North State Highway 161 Irving, TX 75039 Attn: Teresa Cantu 425.708.0229 fax		Copies should be sent to: Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax
Invoicing		
Premier Core is a prepaid and nonrefundable service and all fees and any applicable taxes are due upon acceptance of this Agreement. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order.		
Term		
This Agreement will commence on <u>11/01/2015</u> and will expire on <u>10/31/2016</u> (the "Expiration Date").		

By signing below the parties acknowledge and agree to be bound to the terms of this Agreement.

Customer	Microsoft Affiliate
Name of Customer (please print) Williamson County	Name of Microsoft Affiliate Microsoft Corporation
Signature	Signature DocuSigned by: <i>Chelsea Bode</i> 5DADC78F4F564D9...
Name of person signing (please print) <i>DAN A GATTI</i>	Name of person signing (please print) Chelsea Bode
Title of person signing (please print) <i>Gov. Asst.</i>	Title of person signing (please print) Services Solutions Sales Professional
Date <i>12-10-2015</i>	Date 10/7/2015

SERVICES DESCRIPTION

1. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in Section 1.7.

1.1 Support Account Management. Support Account Management Services are intended to help coordinate the support and services relationship. The Services Resources are Your advocate within Microsoft and facilitates a team that can provide Problem Resolution Support, and Support Assistance. The Services Resources also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resources can also provide the following Services which will not be deducted from the pre-paid hours listed in Section 1.7:

- a. Planning and Resource Facilitation. At the commencement of this Agreement, an orientation and planning session can be conducted with Your management and staff via teleconference. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings can be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

1.2 Workshops. Workshops are designed to reduce the number and minimize the impact of problems related to Microsoft products You experience. Workshops may be purchased as an add-on service and can include the following:

- a. Workshops. We conduct instructor-led training sessions that emphasize Microsoft technologies at Microsoft locations Your Services Resource can provide You with a current list of available Workshops.

1.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, seven days a week. Requests for support may be submitted via telephone or electronically through the website by Your designated contact, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 1.3(a).

- a. Problem Request (Break-Fix). An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfixes") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in Section 1.7 or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Customer's situation	Expected Microsoft Response	Expected Customer Response
1 Submission via phone only	<ul style="list-style-type: none"> Catastrophic business impact: Customer has complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Continuous effort on a 24x7 basis Microsoft Resources at Customer site as requested.³ Rapid Escalation within Microsoft to Product teams Notification of Senior Executives at Microsoft 	<ul style="list-style-type: none"> Notification of Senior executives at Customer site Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority
A Submission via phone only	<ul style="list-style-type: none"> Critical business impact: Customer's business has significant loss or degradation of services Needs attention within 1hour 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Continuous effort on a 24x7 basis Microsoft Resources at Customer site as requested.³ Notification of Senior Managers at Microsoft. 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification
B Submission via phone or web	<ul style="list-style-type: none"> Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 2 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	<ul style="list-style-type: none"> Minimum business impact: Customer's business is substantially functioning with minor or no impediments of services. Needs attention within 4 Business¹ Hours¹ 	<ul style="list-style-type: none"> 1st call response in 4 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Accurate contact information on case owner Responsive within 24 hours.

¹Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

²We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue problem resolution services.

³Additional fees apply.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. **Rapid Onsite Support Services.** You can request on-site support during the term of this Agreement. For each such request, You are required to purchase a 10-pack (as defined in Section 1.7), which will be fully decremented in association with the request. If the effort to address the on-site support request is greater than 10 hours, You must have an appropriate number of Problem Resolution Support hours against which to decrement our efforts. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

1.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs. Services available include Infrastructure Support Assistance such as informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

1.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

Included Information Services:

- a. **Premier online website.** The Premier online website provides access to the following information resources at no additional charge:
- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
- b. **Support Webcasts.** Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge.

1.6 Additional Services. You may request additions to this Agreement at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Agreement an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Agreement.

1.7 Premier Core Services And Fees. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Agreement and the fee payable. The Premier Core fees and any applicable taxes are due upon acceptance of this Agreement and payable within 30 days in accordance with the Prompt Payment Act. Prior to initiating service, Microsoft must be in receipt of a purchase order, check, credit card or other acceptable form of payment for the total amount of fees for the Agreement defined in the table below.

Please indicate, via the check box, Services purchased and calculate the total.

Line	Check Box <input checked="" type="checkbox"/>	Core	Qty	Price	Total
1	<input checked="" type="checkbox"/>	Support Account Management 10 Support Assistance Hours 40 Problem Resolution Support Hours	1	\$21,335	\$21,335
		<i>Additional Services (line 1 must be selected before adding 2)</i>			
2	<input type="checkbox"/>	10-pack Problem Resolution Hours	0	\$2,654	\$0
3		TOTAL			\$21,335
		Total of line 3 above			\$21,335
		Total Due to Microsoft			\$21,335

1.8 Customer Named Contact

CSM Name: Jim Daniels
Address: 301 SE Inner Loop Georgetown, TX 78626
Phone: 512-943-3707
Email: jdaniels@wilco.org
Fax:

2. PREREQUISITES AND ASSUMPTIONS.

Our delivery of Services under this Agreement is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Agreement. Where onsite visits are mutually agreed and not pre-paid, or listed in section 1.7 above, these additional trips will be set forth in an Exhibit to this Agreement and You will be billed for reasonable travel and living expenses.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Agreement.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Agreement or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Agreement.
- d. Support for pre-release products is not provided.
- e. ***All Services, including any additional Services purchased after the Effective Date of this Agreement shall be forfeited if not utilized during the term of this Agreement.***
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Our property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. The maximum number of additional Problem Resolution Support and Support Assistance hours You may purchase is 20 hours in the aggregate.
- j. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.

3. YOUR RESPONSIBILITIES.

This section sets forth Your performance obligations under this Agreement. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 1.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You will designate a Customer Support Manager ("CSM") for support related activities. The CSM will manage all of Your support activities, and internal processes for submitting support requests to Us. The CSM will be supplied with an individual account number for access to the website, support issue submission and access to a Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the website for information content and the ability to submit support requests through the website or by telephone.
 - One type will receive a shared account ID that provides access to the website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

TERMS AND CONDITIONS

4. OWNERSHIP AND LICENSE. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Agreement, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Agreement.

- a. **Fixes.** Except as otherwise provided herein, Your right to use fixes is governed by the license agreement for the affected product or, if the fix is not provided for a specific product, any other use terms We provide. All fixes provided are licensed to You. For the purposes of this Agreement, "fixes" means any product related bug fixes, workarounds, patches, beta fixes or beta builds other than sample code or materials; and "product(s)" means any computer code or materials comprising commercial, free, pre-release or beta products We make available to You for license which are published by Us or Our affiliates. We do not transfer ownership rights in any products and We reserve all rights not expressly granted.
- b. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services, each party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work is conditioned upon Your compliance with the terms of this Agreement and this Agreement and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- c. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- d. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- e. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "excluded license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to excluded license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by excluded license terms.
- f. **Reservation of Rights.** All rights not expressly granted in this Section 4 are reserved.
- g. **Restrictions on Use.** You may not i) rent, lease, lend or host any computer code or materials that We leave with You at the conclusion of Our performance of Services ("Service Deliverables") or fixes, except as otherwise provided herein; ii) reverse engineer, de-compile or disassemble fixes, except to the extent expressly permitted by applicable law despite this limitation; or iii) transfer licenses to, or sublicense fixes to any government entity or quasi-governmental entity, except as specifically authorized herein.
- h. **Export.** You agree to comply with all applicable international and national laws that apply to the products, fixes, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting Microsoft products, see <http://microsoft.com/exporting>.

5. CONFIDENTIALITY. The terms and conditions of this Agreement are confidential, and any and all information identified by either Party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed to any third person without the express consent of the other Party except under the terms of this Agreement for five (5) years following the date of its disclosure. These confidentiality obligations shall not apply to any information which is, or becomes, available to the general public other than through a breach by the receiving Party, or is developed through the independent efforts of the receiving Party. Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such Party shall maintain the confidentiality of the Confidential Information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information. However, nothing in this paragraph shall be deemed to grant to either Party a license in the other Party's copyrights or patents. Either Party may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the Party receiving feedback is not required to hold it in confidence. The Party receiving feedback will not disclose the source of feedback without the providing Party's consent. Feedback may be used for any purpose without obligation of any kind. We may use any technical information We derive from providing Services related to Our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for Our knowledge base. We agree not to identify You or disclose any of Your Confidential Information in any item in the knowledge base.

6. WARRANTIES, DISCLAIMER.

- a. **NO WARRANTY.** We warrant that all Services will be performed in a good workman like manner. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION.
- b. **Application of local laws.** If applicable law gives you any implied terms, despite the exclusions and limitations in this Agreement, then to the extent permitted by applicable law, your remedies are limited, in the case of Services to either (i) re-supply of the Services or (ii) the cost of the re-supply of the Services (if any). The order in which these limited remedies are provided will be determined by us.

7. LIMITATION OF LIABILITY, EXCLUSIONS. To the maximum extent permitted by applicable law, Our total liability (and that of Our contractors) for direct damages is limited to the amount You have paid under this Agreement for the Services giving rise to the claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY NOR THEIR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. The foregoing limitations and exclusions of liability apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. The limitations and exclusions of liability for damages in this section 7 do not apply to (i) a Party's violations of section 5 (Confidentiality) or (ii) a Party's violation of the other Party's intellectual property rights or (iii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in any cases where the laws of the Republic of Ireland (or any jurisdiction that does not recognize a legal distinction between "gross negligence" and "negligence") apply to this provision, "gross negligence" as used in this section 7 shall mean "recklessness"), or (iv) liability for personal injury or death caused by either party's negligence or that of its employees or agents or for fraudulent misrepresentation.

8. TERMINATION. Either Party may terminate this Agreement if the other Party is (i) in material breach or default of any obligation that is not cured within 30 calendar days' notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for Services performed and expenses incurred prior to termination.

9. MISCELLANEOUS. This Agreement constitutes the parties' entire agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. All notices, authorizations, and requests given or made in connection with this Agreement must be sent by post, express courier, or facsimile to the addresses indicated by both parties. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile confirmation of delivery. You may not assign this agreement without our written consent, which consent will not be unreasonably withheld. You and we agree to comply with all international and national laws that apply to this Agreement. Except as otherwise provided herein, this Agreement is governed by the laws of the jurisdiction where the Microsoft affiliate delivering the Services is located. Any action brought under this Agreement shall be brought in federal or state court in the State of Washington. Notwithstanding, this does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The sections regarding restrictions on use, fees, confidentiality, ownership and license, no warranties, limitations of liability, termination, and miscellaneous of this Agreement, will survive any termination or expiration of this Agreement. All parts of this Agreement apply to the maximum extent permitted by law or unless restricted or prohibited by law. If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. Apart from the payment of any amounts due, neither party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control. The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only.