



Non Exclusive Reseller Agreement Graphics Services Partner

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PRINCIPAL AUTHOR	M Bowman
SECONDARY AUTHORS	
VERSION	V3.0
UPDATE	

RT Software Limited, Unit 6, Hurlingham Business Park, Sullivan Road, London SW6 3DU

RT SOFTWARE LIMITED
NON-EXCLUSIVE GRAPHICS SERVICES PARTNER AGREEMENT

DATE :

Parties

RT SOFTWARE LIMITED, a company registered in England under company number 05021140, whose registered office is at 3 Acorn Business Centre, Northarbour Road, Cosham, PORTSMOUTH, PO6 3TH, United Kingdom and whose primary trading address is Unit 6, Hurlingham Business Park, Sullivan Road, LONDON, SW6 3DU, United Kingdom, phone number +44 (0)20 7384 2711 (**RTSW**)

and

[INSERT FULL CORPORATE TITLE], a company registered in, or formed under the laws of [*insert country*], under number [*insert number*], whose registered office or principal place of business is at [*insert address of registered office (if in UK) or principal place of business (overseas)*], telephone number [*insert telephone number*] (**the Partner**)

RT Software statement of Graphics Partner

A Graphics Partner does not have any responsibilities to RT Software. They may utilise the purchased software in pursuit of their own commercial goals and only where they are the Service Provider. They may not sell, loan or otherwise transfer the software to a third party.

1. Definitions

1.1 In this agreement the following expressions have the meaning set opposite:

This Agreement	This document, including its Schedule as amended from time to time in accordance with Clause 18.1.
The Charges	The price payable per licence of the Software and the other charges and fees set out in the Schedule.
A Clause	A clause in this Agreement.
The Commencement Date	The Commencement Date set out in the Schedule.
Consultancy Services	Advice and assistance from RTSW in connection with the Software or in connection with the Partner's provision of Professional Services, or both.

Control	The power, directly or indirectly, to direct or cause the direction of the management of an undertaking, regardless of whether through the ownership of shares, by contract, or in any other way and "Controls" and "Controlled" are to be interpreted accordingly
A Current Licence Agreement	An End User Licence that has not expired or been terminated.
A Demonstration Copy	A copy of the Software supplied by RTSW solely to the Partner for the purpose of demonstrating the Software to potential End Users
A Dongle	A Software Licence Key or other device that allows the Software to be used
An End User Licence	RTSW's standard form of end user licence agreement for the Software from time to time (a copy of which is available from RTSW)

An End User	A third party who has been permitted, under an End User Licence, to use the Software for its own internal purposes (as opposed to reselling, distributing or supplying the Software)
The Equipment	Servers, client workstations, PCs, communications and other systems that comply with the minimum requirements recommended by RTSW from time to time
An Error	A failure of the Software, when properly used on the Equipment, to function substantially in accordance with the User Documentation as a result of an error in the coding of the Software.
An Error Correction	A modification, update, patch or fix to the Software or avoidance or remedial advice provided by RTSW for the purpose of correcting or avoiding the recurrence of an error
First-Line Support	The support to be provided by the Partner to End Users who have a current Licence Agreement, as described in the Schedule.

Intellectual Property Rights	Any patent, copyright, trademark, trade name, service mark, registered design, design right (registered and unregistered), know-how, right of confidence, trade secret, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some future date, any application for any of the above, and any accrued rights of action in respect of any of the above.
The Marketing Materials	Any promotional materials, product, datasheets, advertising, brochures and press releases that RTSW may supply to the Partner from time to time
The Minimum Period	The minimum period set out in the Schedule
Moral Rights	All rights under Chapter IV of the Copyright, Design and Patents Act 1988 and all other moral or author's rights existing in any jurisdiction
The Payment Terms	The payment terms set out in the Schedule

The Price List	RTSW's current price list for the Software and services as amended from time to time.
Professional Services	The installation of the Software and training in the use of the Software.
The Schedule	The Schedule to this Agreement
The Service Levels	The service levels set out in the Schedule
Service Hours	0900 - 1730 (UK Time), Monday to Friday, excluding Public and Bank Holidays.

The Software	The Software (in object code) listed in the Schedule and any Error Corrections and Updates issued by RTSW to the Partner from time to time.
The Support Services	The Support Services to be provided by RTSW for the Software as set out in the Schedule
The Technical Documentation	Any technical documentation and specifications (in hard copy or electronic form) relating to the Software that RTSW may provide to the Partner from time to time.
The Territory	The geographic area specified in the Schedule
The Trade Marks	The Trademarks, names and logos or RTSW, whether used individually or collectively, and whether registered or unregistered, listed in the Schedule, and all other trademarks that RTSW uses in connection with the Software from time to time

An Update	Any updated or modified version of the Software, but not any new version of the Software that contains additional functionality
The User Documentation	Any operating manuals and other literature (in hard copy or electronic form) that RTSW may provide to the Partner from time to time relating to the Software for use by the End Users in conjunction with the Software
A Working Day	A day (except a Saturday or Sunday) on which the clearing banks in the City of London are open for business
A Year of the Agreement	12 months beginning on the Commencement Date or on any anniversary of that date

1.2 Any reference in this Agreement to a statute or regulation is to be construed as a reference to that statute or regulation as amended or re-enacted from time to time.

1.3 The Interpretation Act 1978 applies to this Agreement as if this Agreement were an enactment.

1.4 The headings in this Agreement are for ease of reference only; they do not affect its interpretation or construction.

2. The Partners Rights

2.1 RTSW appoints the Partner, and the Partner accepts the appointment , as a non-exclusive Partner of the Software in the Territory. RTSW may itself market, distribute and licence the Software and may provide support and maintenance services, consultancy and other services to users of the Software in the Territory.

2.2 The Partner warrants to RTSW that the Partner has, and throughout the term of this Agreement will have, the ability and experience to carry out its obligations under this Agreement, and that by virtue of entering into this Agreement and performing it, the Partner is not, and will not be, in breach of any express or implied obligation to any third party.

2.3 The Partner may not appoint any Partner.

3. Duration

3.1 This Agreement will continue in force for the Minimum Period. After the end of the Minimum Period it will continue automatically until it is terminated on the expiry of not less than 3 months written notice given by either party to the other (that notice to expire at any time) or until this Agreement is terminated earlier under Clause 11

3.2 RTSW may discontinue developing, producing, licensing or distributing all or any of the Software and/or any services in relation to the Software, and may modify, update and issue new releases and new versions of the Software and Error Corrections, at its discretion at any time.

4. Supply and Payment

4.1 The Software is a dongle protected runtime package. The Partner will order the licences of the Software from RTSW by means of ordering a Dongle for each copy of the Software.

4.2 Each order will be an offer to buy the number of licences of the Software on that order. RTSW accepts the right not to accept any order, as it sees fit, without giving any reason.

4.3 Orders placed by the Partner purporting to include any terms or conditions except those contained in this Agreement, or to vary the terms of this Agreement, will not be valid unless those other terms and conditions are expressly accepted by RTSW in writing.

4.4 The price payable by the Partner to RTSW for each licence of the Software will be that in the Price List when RTSW accepts the Partner's order, less any discount calculated in accordance with the Schedule.

4.5 The Charges are exclusive of Value Added Tax and all other taxes and duties. The Partner will pay Value Added Tax in accordance with United Kingdom legislation in force at the tax point and all other taxes and duties payable in connection with the supply of the Software and any Dongle to the Partner and its export and import into the Territory. The Partner will also pay the cost of shipping and insurance. If RTSW incurs any costs or expense on the Partner's behalf in respect of handling, packaging, carriage, insurance or other matters relating to the supply or delivery of the Software or any Dongle, those costs and expenses will be payable by the Partner on demand in accordance with the Payment Terms.

4.6 The Partner is free to set its own prices for End Users of the Software and for services supplied by the Partner to End Users (but the Partner acknowledges that RTSW or RTSW's other Partners, agents, Partners and distributors may supply the Software and/or such services in the Territory at a price that may be more, or less, than the price charged by the Partner).

4.7 The Partner will pay RTSW the Charges in accordance with the Payment Terms. The charges for each licence of the Software will be payable as soon as RTSW accepts the Manufacturer's order for a licence for a licence of the Software. Other Charges will be payable as set out in the Schedule.

4.8 Any delivery dates are approximate only and RTSW will not be liable if any delivery date is not met.

4.9 If the Partner fails to make any full payment of any amount to RTSW when due, without prejudice to any other right or remedy available to RTSW:

4.9.1 RTSW may withhold, suspend, or delay delivery of all or any of: the Dongle under all or any orders, the supply of Updates and Error Corrections to the Partner; or the supply of any services

4.9.2 The entire balance outstanding under all invoices from RTSW to the Partner will become immediately due and payable to RTSW without further demand; and

4.9.3 The Partner will pay interest on any overdue sum and the costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Where the Late Payment of Commercial Debts (Interest) Act 1998 would not normally apply, interest on any overdue sum will be calculated on the same basis.

4.10 The Partner may not withhold any payment to RTSW by reason of any claim against RTSW, nor claim any right of set off.

4.11 Risk in the Dongles will pass to the Partner when they leave RTSW's premises. Title to the Dongles will pass to the Partner when the Partner has paid, in full, for that Dongle. If the Partner obtains possession of the Dongle before it has been paid for in full for that copy, the Partner will

4.11.1 Keep the Dongle separate from any other goods and products and clearly identified as the property of RTSW

4.11.2 Take proper care of the Dongle, storing it in accordance with any requirements made known to the Partner by RTSW

4.12 The Partner's failure to pay the full amount in respect of any Dongle or Licence when due will give RTSW the right (without prejudice to any other rights or remedies it may have) to repossess that copy of the Dongle (and to enter the Partner's premises for that purpose if necessary, with or without notice)

5. The Partner's Obligations

During the term of this Agreement, and in the case of Clause 5.7 and Clause 5.8, until the expiry of the period specified in that Clause after the termination of this Agreement, the Partner will at all times observe and perform the terms and conditions of this Agreement and, in particular, the Partner will:

5.1 Promptly inform RTSW of any facts or opinions of which the Partner becomes aware and which are likely to be relevant in relation to the commercial exploitation of the Software, whether advantageous or disadvantageous to the interests of RTSW.

5.2 Conduct its business in a manner that will reflect favourably on the Software and on the good name and reputation of RTSW.

5.3 Not by itself, or with others, participate in any illegal, deceptive, misleading or unethical practices, including, but not limited to, disparagement of the Software or RTSW, or engage in other practices which may be detrimental to the Software or RTSW.

5.4 Inform RTSW promptly of all matters that come to the Partners notice and that are likely to be relevant in relation to the manufacture, licensing, use or development of the Software

5.5 Pay its own promotion, advertising, sales and marketing costs

5.6 Not register or use an internet domain name which includes all or any part of the Trademarks, or the name of the Software

5.7 Not duplicate or reproduce any of the Software in any form without first obtaining written consent from a Director of RTSW. If RTSW agrees to that duplication or reproduction the Partner will duplicate and reproduce the Software only in accordance with the written instructions and guidelines supplied by RTSW to the Partner from time to time. The Partner is to seek written consent from RTSW on every occasion that the Partner wishes to reproduce or duplicate the Software.

5.8 Permit RTSW and its authorised agents at all reasonable times to enter any of the Partners premises, or any part thereof, for the purpose of ascertaining that the Partner is complying with this Agreement. (The Partner now irrevocably licences RTSW, its employees and agents to enter any of those premises for that purpose)

5.9 Not incorporate or integrate any of the Software in or with any hardware or other software

6. RTSW's Obligations

RTSW will

6.1 Make available to the Partner any materials and any information, know-how and documentation, in English.

6.2 Provide the Support Services

6.3 If the Partner requires a visit by RTSW to the Partners offices, make reasonable efforts to meet that request, provided that RTSW may make a charge for the time spent and the expenses incurred in connection with that visit in accordance with RTWs standard scale of charges in force at the time. The Partner will pay those charges and expenses within 30 days after the date of RTWs invoice for the same.

6.4 Where separately agreed in writing between RTSW and the Partner, provide Consultancy Services to the Partner.

7. Intellectual Property Rights

7.1 The Partner acknowledges that all Intellectual Property Rights in Software, in the Marketing Materials, in the Trademarks, in the User Documentation and in the Technical Documentation, as between the Partner and RTSW, are and will remain the property of RTSW.

7.2 The Partner will not register any Intellectual Property Rights relating to the Software or the Trademarks.

7.3 The Partner will not supply the Software to anyone or allow anyone to access the Software by means of an online service.

7.4 Report promptly to RTSW any third party claim relating to the Intellectual Property Rights in the Software or any associated documentation, or in the Trademarks that comes to the Partners attention, and co-operate with RTSW in any enforcement or other protective action taken by RTSW to protect or defend its Intellectual Property Rights or any such claim.

7.5 Report any breach or suspected breach of any End User Licence to RTSW as soon as possible after the Partner becomes aware of it, and co-operate with RTSW in any enforcement or other protective action taken by RTSW to protect or defend its Intellectual Property Rights.

8. Confidentiality

8.1 The Partner will keep confidential, and not use for any purpose except exercising their rights and performing its obligations under this Agreement, the Technical Documentation and information relating to the Software, any information about RTSW's business, its financial affairs, its methodologies, strategies, plans, technology or its customers or licensees. The Partner will notify RTSW immediately if the Partner becomes aware of any unauthorised use of any of that information or of the Software by anyone.

8.2 The Partner will not, without first obtaining RTSW's written consent, disclose any of the materials, documents or information protected by Clause 8.1 to anyone except:

8.2.1 The Partner's employees and then only to those who need to know or to have access to them in order to comply with the Partner's obligations under this agreement

8.2.2 The Partner's auditors, any authorised Office of HMRC and any other person having a right, duty or obligation to know the Partner's business, but then only in pursuance of that right, duty or obligation.

8.3 The Partner will ensure that any person to whom Clause 8.2.2 refers is made aware, before disclosure to them of any materials, documents or information protected by Clause 8.1, that it is confidential and that there is a duty of confidence to RTSW. The Partner will then indemnify RTSW against all loss and damage which RTSW may sustain or incur as a result of the Partner or its employees and anyone else who has access to any of the materials, documents or information protected by Clause 8.1 through the Partner failing to comply with the provisions of this Clause 8.

8.4 The Partner will immediately notify RTSW if the Partner becomes aware of any breach of confidence by anyone to whom the Partner discloses any of the materials, documents or information protected by Clause 8.1, and the Partner will give RTSW all assistance reasonably required by RTSW in connection with any action or proceedings which RTSW may institute against that person for breach of confidence.

8.5 The Partner will effect and maintain adequate security measures to safeguard the materials, documents and information protected by Clause 8.1 from access or use by any unauthorised person and will retain them and all copies of them under the Partner's control. The Partner is to keep a full and accurate record of the Partner's copying them, and will produce that record to RTSW from time to time on demand.

8.6 The provisions of Clause 8.1 do not apply to any information which is in, or comes into the public domain, unless as a result of a breach of this Clause 8.

9. Termination

9.1 Either party may terminate this Agreement immediately on giving notice in writing to the other if:

9.1.1 The other commits any breach of this Agreement and, in the case of a breach which is capable of being remedied, it has failed to remedy it within 30 days after receiving notice requiring it to remedy the breach

9.1.2 The other has a Receiver or Administrative Receiver appointed over it or over any part of its undertaking of assets, or it passes a resolution for winding-up, except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction, or if a Court of competent jurisdiction makes an order to that effect, or if it becomes subject to an Administration Order, or if it enters into any voluntary arrangement with its Creditors, or if any similar process to any of the above is begun in any jurisdiction, or if it ceases, or threatens to cease, to carry on business.

9.2 RTSW may terminate this Agreement with immediate effect by giving notice to the Partner at any time after becoming aware that there has been a change of Control of the Partner, or that there has been a change of organisation, methods of control or management of the Partner which RTSW reasonably considers will affect, or has affected, the ability of the Partner to perform its obligations under this Agreement.

9.3 RTSW will terminate this Agreement with immediate effect, and without notice after becoming aware that there has been a change of Control of the Partner, or that there has been a change of organisation, methods of control or management of the Partner and that the new Controlling entity is a direct competitor to RTSW

9.4 RTSW may suspend its performance of this Agreement if any of the circumstances mentioned in Clause 9.1 or 9.2 arises in relation to the Partner. That suspension will not prejudice RTWs rights to later terminate this Agreement, either for the same or a different reason.

10. Effects Of Termination

10.1 On the termination of this agreement, any order placed by the Partner and accepted by RTSW which has not been fulfilled at the date of termination will be completed on the same terms and conditions as if this Agreement were still in force. This will be subject to payment being received by RTSW for all outstanding monies due to RTSW and in respect of all unfilled orders, before delivery is made.

10.2 Any termination of this Agreement, however it happens, will not affect any accrued rights or liabilities by either party, nor will it affect the coming into force or the continuance of force of any provision of this Agreement which is expressly, or by implication, intended to come into or to continue in force on or after termination.

10.3 Clauses 4.5, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 5.8, 7, 8, 10, 11, 13, 14, 15, 16 and 17 will survive the termination of this Agreement and continue indefinitely.

11. Partnership and Third Parties

11.1 No third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12. Assignment

12.1 The Partner may not assign, transfer, or sub-contract this Agreement or any of its rights or obligations under it, whether in whole or in part, without first obtaining RTSWs written consent.

13. No Compensation on Termination

13.1 The termination of this Agreement by either party in accordance with its terms will not give the Partner any right to compensation or damages for loss of profits or prospective profits, loss of business or potential business or loss of its appointment. In no circumstances will the Partner acquire any goodwill in relation to RTSWs business, its appointment by RTSW or in respect of the Software or its distribution or licensing in the Territory, or otherwise under, or in respect of this Agreement.

14. Indemnity

14.1 The Partner will indemnify and keep RTSW fully and effectively indemnified on demand from and against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which RTSW may suffer or incur, or which may be brought or established against it by any person, and which in any case arises out of, or in relation to, or by reason of:

14.1.1 Any breach by the Partner or by its employees or the Partners obligations under this Agreement.

14.1.2 Any unauthorised act or omission of the Partner or its employees

15. Warranties and Liability

15.1 The Partner acknowledges that the Software is complex and that the Software may have certain defects when delivered. The Partner agrees that RTSWs sole liability, and the Partners sole remedy if there is any bug, fault or error in any copy of the Software is to accept the return of that copy if rejected by the End User in accordance with the End User Licence and to refund the Partner the price paid by the Partner to RTSW for the licence of that copy.

15.2 Without prejudice to Clause 15.1, but subject to Clauses 15.3 and 15.5, RTSWs total liability to the Partner, whether in contract, tort, including negligence, otherwise will in aggregate, in respect of all claims arising in a Year of this Agreement, in connection with the Software and ROWs performance or non-performance of this Agreement, and whether in contract, or tort (including negligence) or arising in any other way, not exceed the total Charges paid by the Partner to RTSW in that Year of this Agreement

15.3 Despite anything else contained in this Agreement (except Clause 15.6), RTSW will not be liable to the Partner for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, loss of contracts, in any case whether direct or indirect, or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if RTSW had been advised of, or knew of, the likelihood of that loss or type of loss arising.

15.4 The Partner acknowledges that the limitations of and exclusions on RTSWs liability in this Agreement are reasonable in the light of RTWs insurance arrangements and that RTSW is willing to accept a higher limitation on its liability providing it is able to obtain full insurance cover for its liabilities and the Partner pays the costs of obtaining and maintaining any increased cover.

15.5 Nothing in this Agreement limits or excludes ROWs liability for death or personal injury caused by its negligence or for fraud.

15.6 The Software has been developed for use with the Equipment. RTSW will not be liable for any failure of the Software to operate with any hardware, software or operating system except the Equipment or for any degradation in performance or reduction in functionality caused by the use of the Software with any other equipment, software or operating system.

15.7 RTSW will not be liable under any warranty or any other provision of this Agreement to the extent that any failure of the Software to comply with any warranty, or to the extent that any error, defect, bug or deficiency in the Software, or RTSWs failure to correct or delay in correcting it results from the Partner having not complied with its obligations under this Agreement, or from any other act or omission on the Partners part, or on the part of any third party. In particular, RTSW will not be liable if any modification has been made to any of the Software by anyone except RTSW.

15.8 RTSW will not be liable under the warranty of under any other provision of this Agreement to the extent that any loss or damage is caused by the Partner's failure to implement or distribute, the Partners delay in implementing or distributing any Error Correction or Update that would have remedied or mitigated the effects of any Error, defect, bug or deficiency in the Software.

15.9 Because of the nature of the Software, RTSW does not warrant that the Software will be error free or that it will run without interruption, or that every error, defect, bug or deficiency can be, or will be corrected.

15.10 The express undertakings and warranties given by RTSW in this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations on the part of RTSW implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are, to the extent permitted by law, excluded.

15.11 The Partner warrants that it has not been induced to enter into this Agreement by any representation or by any warranty (either oral, or in writing) except those specifically wet out in this Agreement as warranties. The Partner waives all claims for breach of any warranty and all claims for any misrepresentation (negligent or of any other kind, unless made by RTSW fraudulently) which is not specifically set out in this Agreement as a warranty.

16. Notices

16.1 All notices to be given under this Agreement must be in writing and be sent to the address of the intended recipient set out in this Agreement or any other address which the intended recipient may designate by notice given in accordance with the provisions of this Clause 16. Any notice may be delivered personally, or by first class prepaid letter, or by email, and will be deemed to have been served as follows:

16.1.1 If delivered by hand, when delivered.

16.1.2 If sent by first class post, 48 hours after posting

16.1.3 If sent by email, upon receipt of a Delivery Receipt, or where after a period of 24 hours, no failed delivery message has been received.

17. General

17.1 This agreement supersedes all earlier agreements, arrangements and understandings between the parties in respect of the subject matter, and constitutes the complete agreement between them relating to that subject matter. No addition to, or modification of, any provision of this Agreement will be binding on either party unless recorded in writing and signed by a duly authorised representative of each of them.

17.2 Except as stated to the contrary in this Agreement, no right, power or remedy conferred on, reserved to, either party is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.

17.3 No failure or delay by either party in enforcing its rights under this Agreement, or at law or in equity will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other or later right or breach.

17.4 If any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement will not be affected

17.5 Further assurance

17.5.1 Each party will do, execute and perform such further acts, things, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement.

17.5.2 Each party will use all reasonable endeavours as its own cost to ensure that any necessary third parties do, execute and perform such further acts, things, documents and deeds as may from time to time be required to give full legal and practical effect to this Agreement.

17.6 Despite anything else contained in this Agreement, RTSW will not be liable for any delay in performing or failure to perform its obligations caused by circumstances beyond its control (including, without limitation, any act of omission on the Partner's part or on the part of any third party, and any bug, defect, error, fault or deficiency in any software or data not provided by RTSW or developed by or on behalf of the Partner or any End User, or in any equipment), and RTSW will be granted a reasonable extension of time for the performance of its obligations.

17.7 The Partner may not assign, or transfer, or subcontract this agreement or any of its rights (including sub-licensing the right to distribute the Software) or any of the Partner's obligations under this Agreement, whether in whole or in part, without first obtaining written consent from a duly authorised representative of RTSW.

18. Force Majeure

18.1 Neither party shall be liable to the other to perform any obligation under this Agreement which is due to an event beyond the control of such party including, but not limited to, acts of God, war, insurrection, riot, civil unrest, acts of civil or military authority

18.2 Any party affected by such event shall forthwith inform the party of the same in writing and shall use all reasonable endeavours to comply with the terms of this Agreement. Where such event(s) renders performance impossible for a continuous period of not less than 6 months, the other party shall be entitled to terminate this Agreement by serving one months notice.

19. Law and Jurisdiction

19.1 This Agreement and its validity are governed by, and this Agreement is to be construed in accordance with the laws of England & Wales. The Partner acknowledges this and agrees to submit to the jurisdiction of the Courts of England & Wales or any other Court of RTWs choosing. Where the Partner is outside of the jurisdiction of the Courts of England & Wales, the Partner's address for service in England & Wales is set out in the Schedule.

Signed By

Name:

Position:

Duly authorised for, and on behalf of,
the Partner

Signed By

Name:

Position:

Duly authorised for, and on behalf of,
RT Software Ltd

THE SCHEDULE

The Software

All RT Software Ltd Products as promoted on the website and being freely available, and in each case any later release or version supplied by RTSW to the Partner.

The Commencement Date

Insert Date

The Minimum Period

*** year(s) beginning on the commencement date

First Line Support

The provision of a telephone help desks during the hours of 0900 – 1700 (Mon to Fri, excluding Bank Holidays in England & Wales), manned by trained technical staff to resolve issues raised by End Users in connection with the Software.

The provision of e-mail support is provided under the same provisions as the telephone help desk, with emails accepted out of hours but dealt with during the hours as per those mentioned with the telephone help desk.

Telephone : +44 (0)20 7384 9277
EMail : support@rtsw.co.uk

Support Services (supplied by RTSW)

- a) The provision of a telephone help desk during Service Hours to receive reports of Errors in the Software from the Partner.
- b) The use of reasonable endeavours to analyse reports of Errors in the Software and to provide Error Corrections to the Partner, either in a modification to or a new release or version of the Software , at RTSW's discretion
- c) The provision of Updates to the Partner.

The Charges

- a) The price payable per licence of the Software set out in the Price List when RTSW accepts the Partner's order less the discount set out below.
- b) In return for the Support Services, an annual support charge as set out in the Price List less the discount set out below, payable when RTSW accepts the Partner's order and on each anniversary of that date.
- c) In return for Consultancy Service, charges set out in the Price List less the discount set out below or, if no charges appear in the Price List, RTSW's standard charges applicable at the date of the invoice, payable monthly.

Invoices

RTSW will forward Invoices to the Partner via EMail. The Partner is to ensure that RTSW is made aware of the correct EMail to send Invoices to.

The Payment Terms

The Partner will pay RTSW in Pounds Sterling, unless otherwise agreed, by direct transfer to RTSW's nominated bank account and that all payment must be received within 30 days after the date of RTWs invoice except as stated to the contrary elsewhere in this agreement.

The Partner is responsible for any and all charges in relation to currency exchange and transfers, where applicable.

The Discounts

These discounts are against the RT Software Main Price List in force at the time and are as follows:

- a) Twenty (20%) percent as shown:
 - Each case of an indefinite (perpetual) licence of any of the Software sold to an End User by the Partner
 - Each case of a Right to Use Licence, and any renewal thereof, of any of the Software sold to an End User by the Partner.
- b) Fifteen (15%) percent as shown:
 - Each case of the Annual Support Charge, for each copy of any of the Software supported by the Dealer (first year only)

- c) Ten (10%) percent as shown:
- Each case of the Annual Support Renewal Charge, for each copy of any of the Software supported by the Dealer (year 2 onwards)
 - Each case of the charges for Consultancy and/or Training as contained in the Price List.
 - Each case of the charges for Services Work as contained in the Price List.
- d) Five (5%) percent as shown
- Each case of any Hardware supplied by RT Software
- e) There is no discount associated with any of the following and the Partner will be charged at the full price as per the Price List:
- Any additional Demo or replacement "Dongle".
 - Any charges for Travel Days to a Client's site.
 - Any charges for recharged expenses due to travel to a client's site.
 - Any miscellaneous administration charges
 - Any carriage costs.

The Trade Marks

RT Software corporate and product logos

Partners address for service in England