



Terms & Conditions

Licence

DATE	15/02/2021
PRINCIPAL AUTHOR	M Fredriksen
SECONDARY AUTHORS	
VERSION	V2.1
UPDATE	

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

1. Entering into a Licence Agreement with RTSW

1.1 Unless otherwise agreed in writing by RTSW these Terms and Conditions (as revised or replaced under Condition 1.7) apply to all software and services supplied by RTSW to the exclusion of any other terms and conditions. That exclusion applies to any terms and conditions proposed by the Licensee or included in any purchase order issued by the Licensee.

1.2 Following a request from a prospective Licensee to provide software or services, RTSW normally issues a quotation. That quotation is open to acceptance by the prospective Licensee for 30 days after its date. RTSW reserves the right not to issue any quotation, as it sees fit, without having to give any reason.

1.3 If the prospective Licensee accepts RTSW's quotation within that 30 day period, a contract between the Licensee and RTSW will be formed for the supply of the software and services listed in that quotation and, unless otherwise agreed in writing by RTSW, that contract will be subject to these Terms and Conditions.

1.4 If the prospective Licensee: asks RTSW to proceed to supply any of the software and services listed in a quotation; gives RTSW delivery instructions for any software or services; or issues any purchase order for any software or services, the prospective Licensee will be deemed to have accepted RTSW's quotation.

1.5 If a prospective Licensee does not accept RTSW's quotation within that 30 day period, but later purports to accept it, the purported acceptance will be an offer to treat. If a prospective Licensee places an order with RTSW without RTSW first having issued a quotation, that order will be an offer to treat. In either of those circumstances a contract will only come into existence if and when RTSW accepts the Licensee's offer. RTSW may decline the prospective Licensee's offer as RTSW sees fit.

1.6 Each offer made by the Licensee and accepted by RTSW and each quotation issued by RTSW and accepted by the Licensee will form a separate contract.

1.7 RTSW may revise these Terms and Conditions at any time by publishing new or revised Terms and Conditions on its website. However, the new or revised Terms and Conditions will only apply to the supply of software and services pursuant to any quotation accepted by the Licensee after the new or revised Terms and Conditions have been published on RTSW's website.

1.8 If the contract for the supply of any service or the licence of any software is renewed or extended, RTSW's Terms and Conditions in force at the time of renewal or extension will apply to the supply of that service or the licence of that software (as the case may be).

1.9 If there is any conflict or inconsistency between these Terms and Conditions and any quotation issued by RTSW, the quotation will prevail; if there is any inconsistency between these Terms and Conditions and any other content on RTSW's website, these Terms and Conditions will prevail.

1.10 Right to Cancel: If Licensee is a consumer, i.e. if it orders any software or service for purposes outside its business; it would normally have a right to cancel under the Distance Selling Regulations within 7 clear business days after the contract is formed. However, it agrees that RTSW may provide it with the Software and /or services within that period and that, if RTSW does so, it will not have that right to cancel. Should the Licensee exercise any right to cancel it must immediately return the Software to RTSW and destroy all copies of it.

1.11 RT Software Limited is a company registered in England under company number 5021140. Its registered office is at 3 Acorn Business Centre, Northarbour Road, Cosham, PORTSMOUTH, PO6 3TH and its VAT Number is GB837717986

1.12 If you wish to contact RTSW about this licence, please email us at sales@rtsw.co.uk.

2. Definitions and Interpretation

2.1 In this Agreement the following expressions have the meaning set opposite:

The Acceptance Date	the date on which the Licensee accepts or is deemed to have accepted the Software
this Agreement	these terms and conditions and, as amended from time to time in accordance with Condition 12
Commercial Purposes	the use of the Software in a way that generates or assists the Licensee to provide goods or services that generate revenue including, without limitation, use in connection with: the provision of consultancy services; collaborative research and development with a commercial party; the provision of commercial research and development services
the Documentation	the guide and manual provided by RTSW
the Dongle	the software key or other device supplied by RTSW to the Licensee that allows the Licensee to use the Software.

the Equipment	the hardware and software specified from time to time for use with the Software on RTSW's website.
an Error	a material failure of the Software to provide the functions described in the Documentation
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 Licensee	the person that accepts the Quotation, and where that person is an individual acting on behalf of a company or organisation the Licensee is that company or organisation
the Quotation	the quotation issued by RTSW to the prospective Licensee

the Software	the software (in object code) provided by RTSW to the Licensee, as modified and updated by RTSW from time to time
the Start Date	the date on which RTSW provides the Dongle to the Licensee
the Support Services	the services described in Condition 5.2
Working Hours	9 am to 5 pm (London time) Mondays to Fridays, except bank, public or statutory holidays in England

2.2 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.

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

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

3. Licence

3.1 The Licensee may use the Software only on the terms and conditions set out in this Agreement and the Quotation. The licence is non-exclusive and non-transferable.

3.2 The Software is supplied as a dongle-protected runtime package. The Licensee may download the Software from RTSW's website, but it will not be able to use it unless it has obtained a Dongle for each copy of the Software from RTSW.

3.3 The licence will begin on the Start Date. If the Quotation states that the licence is an indefinite licence, the licence will continue until terminated under Condition 4.3, 8.2.6 or 9.1. If the Quotation states that the licence is an annual licence, it will automatically renew on each anniversary of the Start Date until it is terminated by RTSW or the Licensee giving the other at least 30 days' notice of termination to expire on any anniversary of the Start Date.

3.4 Only the Licensee and its employees may use the Software and then only for the Licensee's internal business purposes. The Licensee must not transfer the Software or share its use with anyone else. Nor may the Licensee use it for anyone else's benefit (including, without limitation, using it to provide bureau, outsourcing or application services or facilities management services). If the Quotation states that the licence is granted for academic purposes, the Licensee may not use the Software for any Commercial Purpose. The Licensee may not sub-license the use of the Software.

3.5 The Licensee may not copy the Software except to make a reasonable number of back-up copies, and a back-up copy may be used only by substituting it for the original copy of the Software supplied to the Licensee, for testing the Software and its integration with other applications, and for testing and implementing the Licensee's disaster recovery or business contingency procedures. The Licensee must keep each back-up copy in a secure place, in the Licensee's possession, and under its control, at all times.

3.6 The Licensee must ensure that every copy of any of the Software bears the copyright and other proprietary notices on the original copy of the Software. The Licensee must not remove, obliterate or modify any of those notices.

3.7 The Licensee may not modify or translate the Software, or combine it with, or incorporate it in, any other software. If anyone except RTSW, or its agent, modifies the Software, RTSW will be released from any obligation to provide any Support Services; and RTSW will be entitled to raise, and the Licensee will pay, RTSW's additional charges for any services RTSW may provide in respect of the modified Software.

3.8 Except as permitted under the European Software Directive or any legislation implementing that Directive, the Licensee must not reverse engineer any of the Software to determine any design structure, concepts or methodology behind the Software, or to incorporate it in any other software or any product, or for any other purpose.

3.9 Portions of the Software are linked against LGPL libraries as defined under section 5 of the LGPL (<http://www.gnu.org/copyleft/lesser.html#SEC3>). Any or all of the libraries are available from support@rtsw.co.uk.

4. Testing

4.1 The Licensee will have 30 days following the Start Date to test the Software for Errors. If the Licensee discovers an Error, it must notify RTSW of this before the end of that 30 day period, and give RTSW a reasonable opportunity to correct the Error, and to re-supply the corrected Software. The Licensee will then have another 30 day period to repeat the Licensee's tests on the Software. If after a period of 90 days after the Start Date, RTSW has not been able to correct the Errors notified to it, the Licensee may, by giving RTSW notice, reject the Software. If the Licensee rejects the Software, the licence fees paid by the Licensee under this Agreement will be refunded.

4.2 If the Licensee has not notified RTSW of any Error within the initial or (if applicable) any subsequent 30 day period, the Licensee will be deemed to have accepted the Software. If the Licensee begins live or production use of the Software, that is if the Licensee uses it for any purpose except for testing it, the Licensee will be deemed to have accepted the Software.

4.3 RTSW's refund of any licence fees under Condition 4.1 will be in full and final settlement of any liability RTSW may have to the Licensee (under this Agreement or under any other agreement in connection with the licensing, supply, development, implementation, configuration, support or maintenance of the Software) and will automatically terminate the Licensee's right to use the Software and this Agreement.

5. Support Services

5.1 For so long as the Licensee pays all support fees due to RTSW, RTSW will provide the Support Services until the expiry of not less than 30 days' notice from RTSW or the Licensee to the other, to the effect that Support Services will no longer be supplied or be required, or (if earlier) the termination of this Agreement. Any notice given under this condition must expire on an anniversary of the Start Date. If the Licensee terminates Support Services and later wants RTSW to provide Support Services, the Licensee must pay RTSW fees for Support Services for the period during which Support Services were not provided.

5.2 The Support Services are:

5.2.1 the provision during Working Hours of a help desk for the purpose of advising the Licensee by telephone in relation to problems encountered in using the Software;

5.2.2 the provision of any Error corrections to the Software issues by RTSW to licensees of the Software generally from time to time: and

5.2.3 the provision of any updates to the Software issued by RTSW to licensees generally from time to time, subject to any restrictions or limitations on the Support Services notified by RTSW to the licensee from time to time.

6. Charges

6.1 The Licensee will pay RTSW licence fees and support fees for the Software calculated by reference to RTSW's price list in force at the Start Date, subject to revision under Condition 6.2.

6.2 RTSW may revise any annual licence fees and any support fees with effect from any anniversary of the Start Date by giving the Licensee not less than 30 days' notice. As from the expiry of that notice, the Licensee will pay RTSW those revised fees.

6.3 The Licensee will reimburse RTSW for all travel, subsistence and other expenses incurred by its employees or contractors in providing the Software or any services to the Licensee.

6.4 All fees and charges payable under this Agreement are exclusive of any value added, sales or other taxes on the supply to the Licensee of any goods or services. The Licensee will pay these in addition to the licence fees, support fees and other charges payable under this Agreement.

6.5 The Licensee will pay RTSW all fees and charges payable under this Agreement within 30 days after the date of RTSW's invoice. RTSW may, without prejudice to any other right or remedy, terminate this Agreement, or suspend work under it if, within 14 days after receiving written notice of the Licensee's failure to pay in accordance with the terms of this condition, the Licensee still fails to make those payments in full. (N.B. if a reseller is contracting with the Licensee to provide support, this clause will not be applicable).

6.6 The Licensee will pay RTSW, on demand; interest calculated in accordance with the Late Payment of Commercial debts (Interest) Act 1998, on all monies due to RTSW and not paid within 30 days after the date of RTSW's invoice. The Licensee will also pay RTSW's expenses (on an indemnity basis) in connection with the Licensee's failure to pay any fees or charges when due, including (but not limited to) legal expenses and the costs of collection.

7. Warranties

7.1 RTSW warrants to the Licensee that RTSW is the owner of the Intellectual Property Rights in the Software or that it has the right to license the Licensee to use the Software.

7.2 RTSW warrants to the Licensee that the Software, as delivered by RTSW to the Licensee, will, for 30 days after the Start Date, function substantially in accordance with the Documentation when properly used on the Equipment.

7.3 Provided the Licensee provides a copy of its data and anything else needed to reconstruct the problem, RTSW will investigate any purported breach of warranty reported by the Licensee in writing within the period specified in Condition 6.2 and, where appropriate, RTSW will endeavour to correct any Error within a reasonable time, or to provide avoidance or remedial information, or RTSW will refund the licence fee paid by the Licensee for the Software.

7.4 RTSW's refund of any licence fees under Condition 7.3 will be in full and final settlement of any liability RTSW may have to the Licensee (under this Agreement or under any other agreement in connection with the licensing, supply, development, implementation, configuration, support or maintenance of the Software) and will automatically terminate the licence.

7.5 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 RTSW's failure to correct or delay in correcting it, results from the Licensee not having complied with its obligations under this Agreement, or from any other act or omission on the Licensee's 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.

7.6 RTSW will not be liable under any warranty or under any other provision of this Agreement to the extent that any loss or damage is caused by the Licensee's failure to implement, or the Licensee's delay in implementing, any upgrade, update, new release, revision, version or modification of the Software which would have remedied or mitigated the effects of any error, defect, bug or deficiency.

7.7 When notifying RTSW of an Error the Licensee must provide a documented example of it and all other information and materials needed to reproduce it including, without limitation, an example of where and when the Error occurred and a listing of the related input and output and a written explanation of the Error.

7.8 Because of the nature of 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.

7.9 RTSW warrants to the Licensee that RTSW will use reasonable skill and care in the performance of this Agreement.

7.10 The Licensee acknowledges that proper use of the Software is dependent on the Licensee and its staff exercising proper skill and care in inputting data into the Software and interpreting the output provided by the Software. RTSW will not be liable for the consequences of decisions taken by the Licensee on the basis of that output.

7.11 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.

7.12 The Licensee warrants that it has not been induced to enter into this Agreement by any representation or by any warranty (whether oral, or in writing) except those specifically set out in this Agreement as warranties. The Licensee 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.

8. Intellectual Property Rights

8.1 The Licensee acknowledges that all Intellectual Property Rights in the Software, as between the Licensee and RTSW, are and will remain RTSW's property or that of RTSW's licensors and that RTSW may license others to use them.

8.2 RTSW will indemnify the Licensee in respect of any damages and costs awarded against the Licensee by a court of competent jurisdiction on the grounds that the Software as RTSW supplied it to the Licensee infringes the copyright of any third party, provided that:

8.2.1 the Licensee immediately notifies RTSW of each and every claim that the Software infringes any Intellectual Property Rights;

8.2.2 the Licensee makes no admission or in any other way prejudices RTSW's defence or settlement of any such claim;

8.2.3 the Licensee gives RTSW complete control of the defence and settlement of each claim and all reasonable assistance with its defence and settlement;

8.2.4 the claim does not arise out of the Licensee's act or omission, or that of any third party, or any other circumstances outside RTSW's control;

8.2.5 the Licensee takes all reasonable steps to minimise the damages and costs which the court might award against it or RTSW in relation to the Licensee's use of the Software; and

8.2.6 RTSW may, at its option: modify the Software; or procure for the Licensee the right to continue to use the Software; or replace the Software; or terminate this Agreement and the licence and refund a proportion of the licence fees paid by the Licensee. That proportion will be calculated on the basis that the licence fees are pro-rated evenly over 3 years (or if the licence fees are paid annually, 1 year) beginning on the Start Date (or in the case of annual licence fees, an anniversary of that date) and that the refund will reflect the proportion of that period left to run as at termination under this Condition.

8.3 Condition 8.2 sets out all of RTSW's liabilities and obligations and all of the Licensee's remedies in relation to the Software infringing any Intellectual Property Rights and in relation to any breach of the warranty in condition 6.1.

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 material 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; or

9.1.2 the other has a receiver or administrative receiver appointed over it or over any part of its undertaking or 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 suspend its performance of this Agreement if any of the circumstances mentioned in condition 9.1 above arises in relation to the Licensee. That suspension will not prejudice RTSW's right later to terminate this Agreement, either for the same or for a different reason.

9.3 On the termination of this Agreement (however it happens), the Licensee's right to use the Software will immediately and automatically terminate, the Licensee will immediately return to RTSW all copies of the Software in the Licensee's possession or control, the Licensee will immediately erase all copies of it from any computer system in its possession or control, and the Licensee will certify to RTSW in writing that this has been done.

9.4 Any termination of this Agreement (however it happens) will not affect any accrued rights or liabilities of either party, nor will it affect the coming into force or the continuance in 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.

9.5 On the termination of this Agreement the Licensee will immediately pay RTSW for all work done before termination and for all expenses RTSW has incurred or has agreed to incur in connection with any work done or to be done for the Licensee.

9.6 Conditions 1, 2, 4.3, 6.5, 6.6, 7.4, 7.5, 7.6, 7.8, 7.10, 7.11, 7.12, 8.1, 8.3, 9.3, 9.4, 9.5, 9.6, 10, 12, 13, 14, 15, 16, 17, 18, 19 and 20 will survive the termination of this Agreement and continue indefinitely.

10. Confidentiality

10.1 RTSW will keep confidential, and not use for any purpose except providing the Software and services to the Licensee, any confidential information which the Licensee discloses to RTSW relating to the Licensee's business or its clients and their affairs.

10.2 The Licensee will keep confidential, and not use for any purpose except exercising its rights under this Agreement, the Software, the Dongle, any information relating to the Software, and any information about RTSW's business, its financial affairs, its methodologies, strategies, plans, technology or its clients. The Licensee will notify RTSW immediately if the Licensee becomes aware of any unauthorised use of any of that information or of the Software by anyone. The Licensee will allow RTSW at any time to check that the Licensee's use of the Software is in accordance with this Agreement and, for that purpose; the Licensee irrevocably licenses RTSW, its employees and its agents, to enter any of the Licensee's premises.

10.3 The Licensee will not, without first obtaining RTSW's written consent, disclose any of the Software or any information protected by Condition 10.2 to anyone except:

10.3.1 the Licensee's employees, and then only to those employees who need to know or to have access to them in order to use the Software in accordance with this Agreement; or

10.3.2 the Licensee's auditors, HM Revenue and Customs, and any other person having a right, duty or obligation to know the Licensee's business, but then only in pursuance of that right, duty or obligation.

10.4 The Licensee will ensure that the people mentioned in Condition 10.3 are made aware, before the disclosure to them of any of the Software or any information protected by Condition 10.2, that it is confidential and that they owe a duty of confidence to RTSW. The Licensee will indemnify RTSW against all loss and damage which RTSW may sustain or incur as a result of the Licensee or its employees, or anyone who has access to any of the Software or any information protected by Condition 10.2 through the Licensee failing to comply with the provisions of Condition 10.

10.5 The Licensee will immediately notify RTSW if the Licensee becomes aware of any breach of confidence by anyone to whom the Licensee discloses the Software or any of the information protected by Condition 10.2, and the Licensee 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.

10.6 The Licensee will effect and maintain adequate security measures to safeguard the Software, the Dongle and information protected by Condition 10.2 from access or use by any unauthorised person, will retain them and all copies of them under the Licensee's possession and control, will keep a full and accurate record of the Licensee's copying and disclosure of them, and will produce that record to RTSW from time to time on demand.

10.7 The provisions of Conditions 10.1 and 10.2 do not apply to any information which is in or comes into the public domain unless as a result of a breach of Condition 10.1 or 10.2.

11. The Licensee's Information and Facilities

11.1 The Licensee will provide RTSW, free of charge, with all information, materials, documentation, resources and facilities reasonably requested by RTSW to enable RTSW to perform this Agreement. The Licensee will ensure that its staff, contractors and other suppliers co-operate fully with RTSW and cause no delay. Where RTSW requests the Licensee to provide information or to take a decision, the Licensee will do so promptly and so as not to cause any delay.

12. Entire Agreement & Amendments

12.1 This Agreement supersedes all earlier agreements, arrangements and understandings between the parties in respect of its 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.

13. Notices

13.1 All notices given by RTSW under this Agreement will be in writing and be sent to address of given by the Licensee for the delivery of the Dongle, or any other address which the Licensee may designate by notice given to RTSW in accordance with this Condition 13. Any notice given by the Licensee under this Agreement must be in writing and sent to RTSW's registered office or any other address which RTSW may designate by notice given to the Licensee in accordance with this Condition 13. Any notice may be delivered personally, or by first class pre-paid letter and will be deemed to have been served: if by hand, when delivered; if by first class post, 48 hours after posting.

14. Limitations and Exclusions of Liability

14.1 Subject to Condition 14.5, RTSW's total liability in connection with the Software and its performance or non-performance of this Agreement, whether in contract, or tort (including negligence) or arising in any other way, will not exceed the fees the Licensee has paid to RTSW under this Agreement at the time the Licensee notifies RTSW of the claim or potential claim.

14.2 Despite anything else contained in this Agreement (except Condition 14.5), RTSW will not be liable to the Licensee 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.

14.3 Because of the uncertainty of future events and circumstances RTSW does not guarantee that its forecasts, projections, advice, recommendations or the contents of any report, presentation or other document will be achievable, and the Licensee acknowledges that RTSW gives the same to address specific circumstances at the time. All information which RTSW supplies is supplied in good faith, but the accuracy and completeness of any information obtained from, or based on, information obtained from the Licensee or any third party is not warranted by RTSW. It is not within the scope of RTSW's obligations to enquire as to, or to verify, the accuracy or completeness of that information.

14.4 The Licensee acknowledges that the above limitations of and exclusions on RTSW's liability are reasonable in the light of RTSW's insurance arrangements and that RTSW is willing to accept a higher limitation on its liability provided it is able to obtain full insurance cover for its liabilities and the Licensee pays the costs of obtaining and maintaining any increased cover.

14.5 Nothing in this Agreement limits or excludes RTSW's liability under Condition 8.2 for death or personal injury caused by its negligence, or for fraud, or affects any of the Licensee's statutory rights as a consumer.

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

15. Delays

15.1 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 or omission on the Licensee'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 Licensee, or in any equipment), and RTSW will be granted a reasonable extension of time for the performance of its obligations.

15.2 RTSW will endeavour to comply with any timetable, project plan or dates which it has given to the Licensee for the performance of this Agreement but they are estimates only, and RTSW will not be liable for any delay or failure to supply or perform in accordance with that timetable or project plan, or those dates.

16. Assignment

16.1 The Licensee may not assign, or transfer, or sub-contract this Agreement or any of its rights or obligations under it, whether in whole or in part, without first obtaining RTSW's written consent.

17. Severability

17.1 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.

18. Waiver

18.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any later right or breach. No right, power or remedy conferred on, or 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.

19. Law

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 Licensee agrees to submit to the jurisdiction of the Courts of England and Wales or any other courts of RTSW's choosing.

20. Partnership and Third Parties

20.1 Nothing in this Agreement creates, evidences or implies any partnership or joint venture between the parties, or the relationship between them of principal and agent.

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