

## Reality Solutions Limited

### General Terms and Conditions - November 2016 Edition V2

You, the Customer, have agreed to purchase certain products and services from Us, Reality Solutions Limited, subject to the following terms and conditions.

**The Customer's attention is particularly drawn to the provisions of clause 17.**

1.1 Definitions. In these Conditions, the following definitions apply:

<b>Acceptance Tests;</b>	the tests of the Deliverables as detailed in the Specification.
<b>Authorised Users;</b>	individuals who are authorised by the Customer to use the deliverables for whom User Subscriptions have been purchased.
<b>Business Day;</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Commencement Date;</b>	has the meaning set out in clause 2.2.
<b>Conditions;</b>	these terms and conditions as amended from time to time in accordance with clause 21.7.
<b>Contract;</b>	the contract between Reality Solutions and the Customer for the supply of Products and/or Services which comprises the Sales Order, the Summary, these Conditions, the relevant Schedules (as indicated on the Summary) and the Specification.
<b>Customer;</b>	the person or firm who purchases the Products and/or Services from Reality Solutions, as detailed in the Sales Order.
<b>Customer Representative;</b>	the individual appointed by the Customer to liaise with Reality Solutions in relation to provision of the Services and supply of the Deliverables.
<b>Data Protection Law;</b>	all applicable data protection law and regulations in any jurisdiction.
<b>Deliverables;</b>	the software based solution set out in the Sales Order a detailed description of which is contained in the Specification, which includes the Software and the Third Party Software.
<b>Delivery Location;</b>	has the meaning set out in clause 4.1.
<b>Documentation;</b>	the user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by Reality Solutions to the Customer to enable the Customer to use the Deliverables.
<b>Force Majeure Event;</b>	has the meaning given to it in clause 19.1.
<b>IT Support;</b>	the support services supplied by Reality Solutions to the Customer in respect of hardware, equipment and such other items as may be agreed by the Customer and Reality Solutions in writing and contained in the Summary/Sales Order, as more fully detailed in Schedule 4.
<b>IP Rights;</b>	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other IP Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Licence;</b>	the licence granted under clause 7.1 and pursuant to Schedule 1.
<b>Open-Source Software;</b>	any software licensed under any form of open-source licence meeting the Open Source Initiative's Open Source Definition ( <a href="http://www.opensource.org/docs/definition.php">http://www.opensource.org/docs/definition.php</a> ) or any libraries or code licensed from time to time under the

<b>Products;</b>	the products (or any part of them) set out in the Sales Order and (where applicable) the Specification.
<b>Professional Services;</b>	the supply of professional services by Reality Solutions to the Customer in order to provide the Deliverables, as more fully described in Schedule 2.
<b>Reality Solutions;</b>	Reality Solutions Limited registered in England and Wales with company number 07956068 whose registered office address is at 1 Global Business Park, Hamburg Road, Kingston Upon Hull. East Yorkshire, HU7 OAE.
<b>Reality Solutions' Representative;</b>	the individual appointed by Reality Solutions to liaise with the Customer in relation to provision of the Services and supply of the Deliverables.
<b>Reality Solutions' Materials;</b>	all software programs which are proprietary to Reality Solutions, and including for the avoidance of doubt any Open-Source Software comprised in the Reality Solutions' Software, and all know how contained therein and source code relating thereto.
<b>Reality Solutions' Software;</b>	the order for the supply of Products and/or Services, as set out the Contract.
<b>Sales Order;</b>	the services, which may include supply of the Deliverables, the provision of Professional Services, the supply of Software Support and/or the supply of IT Support to be provided by Reality Solutions to the Customer as set out in the Summary/Sales Order.
<b>Services;</b>	Reality Solutions' Software and the Third Party Software.
<b>Software;</b>	the supply of support in respect of Reality Solutions' Software and/or the Third Party Software by Reality Solutions to the Customer, as more fully described in the Sales Order and Schedule 3.
<b>Software Support;</b>	the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documentation, all of a level sufficient to enable the Customer's development personnel to understand, develop and maintain that software.
<b>Source Code;</b>	the specification containing the details of the Products, Services and the Deliverables which may be supplied by Reality Solutions to the Customer, as provided in writing by Reality Solutions to the Customer.
<b>Specification;</b>	the subscription provided by Reality Solutions to the Customer to use the Software.
<b>Subscription;</b>	the summary of the Customer's Sales Order as attached to these Conditions.
<b>Summary;</b>	the software programs proprietary to third parties, which are to be provided to the Customer without modification.
<b>Third-Party Software;</b>	the user subscription purchased by the Customer which enables Authorised Users to access and use the Software in accordance with these Conditions.
<b>User Subscriptions;</b>	
1.2	<b>Construction.</b> In these Conditions, a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
2.	<b>BASIS OF CONTRACT</b>
2.1	The Sales Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Conditions.
2.2	The Sales Order shall only be deemed to be accepted when Reality Solutions issues written or verbal acceptance of the Sales Order (where acceptance is giving verbally, it shall be followed by written acceptance via email or otherwise), at which point and on

- which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Reality Solutions which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Reality Solutions and any descriptions of the Products or of the Services contained in Reality Solutions' marketing literature or website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by Reality Solutions shall not constitute an offer, and is only valid for a period of 30 days from its date of issue or such other period as may be specified on the quotation.
- 2.7 All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.
- 3. PRODUCTS**
- 3.1 The Products to be supplied are described in the Sales Order/Summary and/or Specification.
- 3.2 Reality Solutions reserves the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements.
- 4. DELIVERY OF PRODUCTS**
- 4.1 Reality Solutions shall deliver the Products to the location set out in the Sales Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after Reality Solutions notifies the Customer that the Products are ready.
- 4.2 Delivery of the Products shall be completed on the arrival of the Products at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Products are approximate only, and the time of delivery is not of the essence. Reality Solutions shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide Reality Solutions with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.
- 4.4 If Reality Solutions fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. Reality Solutions shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Reality Solutions with adequate delivery instructions for the Products or any relevant instruction related to the supply of the Products.
- 4.5 If 10 Business Days after Reality Solutions notified the Customer that the Products were ready for delivery the Customer has not accepted delivery of them, Reality Solutions may resell or otherwise dispose of part or all of the Products.
- 4.6 Reality Solutions may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5. QUALITY OF PRODUCTS**
- 5.1 Reality Solutions sources the Products from third party suppliers. Reality Solutions shall endeavour to pass the benefit of any warranty or guarantee given in respect of the Products to the Customer. If the Customer discovers that on delivery of the Products or within a reasonable period after delivery that the Product(s):
- 5.1.1 do not conform in material respects with their description and, where applicable, the Specification;
- 5.1.2 have material defects in design, material and workmanship; and/or
- 5.1.3 are not of satisfactory quality (within the meaning of the Sale of Products Act 1979);
- then the Customer shall promptly notify Reality Solutions in writing and comply with the process detailed in clause 5.3.
- 5.2 If the Product(s) fail to comply with the requirements outlined in 5.1, then the Customer shall:
- 5.2.1 give notice in writing to Reality Solutions within 5 days of delivery or within a reasonable time after discovery (if such issues were not apparent on delivery) that some or all of the Products do not comply with clause 5.1;
- 5.2.2 give Reality Solutions reasonable opportunity to examine such Products; and
- 5.2.3 (if asked to do so by Reality Solutions) return such Product(s) to Reality Solutions' place of business at the Customer's cost,
- Reality Solutions shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.3 Reality Solutions shall not be liable for the Products' failure to comply with clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Products after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow Reality Solutions' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;
- 5.3.3 the defect arises as a result of Reality Solutions following any specification supplied by the Customer;
- 5.3.4 the Customer alters or repairs such Products without the written consent of Reality Solutions;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 5.3.6 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, Reality Solutions shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Conditions shall apply to any repaired or replacement Products supplied by Reality Solutions under clause 5.2.
- 6. TITLE AND RISK**
- 6.1 The risk in the Products shall pass to the Customer on completion of delivery.
- 6.2 Title to the Products shall not pass to the Customer until Reality Solutions receives payment in full (in cash or cleared funds) for the Products and any other Products that Reality Solutions has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.
- 6.3 Until title to the Products has passed to the Customer, the Customer shall:
- 6.3.1 store the Products separately from all other Products held by the Customer so that they remain readily identifiable as Reality Solutions' property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- 6.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price on Reality Solutions' behalf from the date of delivery;
- 6.3.4 notify Reality Solutions immediately if it becomes subject to any of the events listed in clause 18.2.2 to clause 18.2.4; and
- 6.3.5 give Reality Solutions such information relating to the Products as Reality Solutions may require from time to time.
- 6.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 18.2.2 to clause 18.2.4, then, without limiting any other right or remedy Reality Solutions may have:
- 6.4.1 the Customer's right to resell Products or use them in the ordinary course of its business ceases immediately; and
- 6.4.2 Reality Solutions may at any time:

- 6.4.2.1 require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and
- 6.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.
- 7. SCOPE OF SERVICES**
- 7.1 Where Reality Solutions is required to supply the Software to the Customer it shall grant licences to use the Software in accordance with these Conditions and Schedule 1.
- 7.2 Where Reality Solutions is required to supply Professional Services to the Customer, it shall provide such Professional Services in accordance with these Conditions and Schedule 2.
- 7.3 Where Reality Solutions is required to supply Software Support to the Customer, it shall provide such Software Support in accordance with these Conditions and Schedule 3.
- 7.4 Where Reality Solutions is required to supply IT Support to the Customer, it shall provide such IT Support in accordance with these Conditions and Schedule 4.
- 8. SUPPLY OF SERVICES**
- 8.1 Reality Solutions shall provide the Services to the Customer in accordance with the Specification, where applicable, in all material respects.
- 8.2 Reality Solutions shall use reasonable endeavours to meet any performance dates for the Services specified in the Specification or otherwise specified in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 Reality Solutions shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Reality Solutions shall notify the Customer in any such event.
- 8.4 Reality Solutions shall provide the Services with reasonable diligence and despatch, with reasonable skill, care and expertise.
- 8.5 Reality Solutions shall have a royalty free, world-wide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate into the Software and/or Services any suggestions, enhancement, requests, recommendation or other feedback provided by the Customer including Authorised Users, relating to the operation of the Services.
- 9. CUSTOMER'S OBLIGATIONS**
- 9.1 The Customer shall:
- 9.1.1 check the terms of the Sales Order, and where applicable, the Summary and the Specification to ensure they are complete and accurate;
- 9.1.2 co-operate with Reality Solutions in all matters relating to the Services;
- 9.1.3 provide Reality Solutions, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Reality Solutions to provide the Services;
- 9.1.4 provide Reality Solutions with such information and materials as Reality Solutions may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 9.1.5 prepare the Customer's premises for the supply of the Services;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 9.1.7 keep and maintain all materials, equipment, documents and other property of Reality Solutions (**Reality Solutions' Materials**) at the Customer's premises in safe custody at its own risk, maintain Reality Solutions' Materials in good condition until returned to Reality Solutions, and not dispose of or use Reality Solutions' Materials other than in accordance with Reality Solutions' written instructions or authorisation.
- 9.2 If Reality Solutions' performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 Reality Solutions shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Reality Solutions' performance of any of its obligations;
- 9.2.2 Reality Solutions shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Reality Solutions' failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse Reality Solutions on written demand for any costs or losses sustained or incurred by Reality Solutions arising directly or indirectly from the Customer Default.
- 9.3 The Customer shall procure that a current and complete backup of data and programs which may be affected by the performance of the Services, is made on a daily basis. Further the Customer shall be responsible for and will insure itself against the loss or damage of data inputted using the Deliverables. Reality Solutions accepts no responsibility for the loss or damage of such data.
- 10. CHARGES AND PAYMENT**
- 10.1 The price for the Products and the Services shall be the price set out in the Sales Order. The price of the Products is exclusive of all costs and charges of packaging, insurance, transport of the Products, which shall be paid by the Customer when it pays for the Products.
- 10.2 Reality Solutions reserves the right to:
- 10.2.1 increase its standard daily fee rates for the Professional Services, the Software Support and the IT Support provided that such charges cannot be increased more than once in any 12 month period. Daily fee rates are calculated based on a 7 hour working day between the hours of 9.30am to 5pm. Part days worked are charged on a pro rata basis. Reality Solutions will give the Customer written notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify Reality Solutions in writing within 2 weeks of the date of Reality Solutions' notice and Reality Solutions shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer; and
- 10.2.2 increase the price of the Products and/or Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Products and/or Services to Reality Solutions that is due to:
- 10.2.2.1 any factor beyond the control of Reality Solutions (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 10.2.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products ordered or the Services to be supplied, or the Specification; or
- 10.2.2.3 any delay caused by any instructions of the Customer in respect of the Products and/or Services or failure of the Customer to give Reality Solutions adequate or accurate information or instructions in respect of the Products and/or Services.
- 10.3 Reality Solutions shall invoice the Customer for any expenses and or additional sums in respect of the Services, as detailed in the Sales Order and/or as otherwise agreed in writing with the Customer.
- 10.4 In respect of Products and Services, Reality Solutions shall invoice the Customer in accordance with the payment schedule detailed in the Sales Order/Summary.
- 10.5 The Customer shall pay each invoice submitted by Reality Solutions:
- 10.5.1 within 30 days of the date of the invoice or such other payment terms as specified in the Sales Order; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by Reality Solutions, and
- time for payment shall be of the essence of the Contract.

- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Reality Solutions to the Customer, the Customer shall, on receipt of a valid VAT invoice from Reality Solutions, pay to Reality Solutions such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Products at the same time as payment is due for the supply of the Services and/or Products.
- 10.7 If the Customer fails to make any payment due to Reality Solutions under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 10.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Reality Solutions may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Reality Solutions to the Customer.
- 11. CHANGE CONTROL**
- 11.1 Either party may, by giving written notice to the other at any time during the Contract, request a change to the Deliverables or the Services.
- 11.2 Within 15 Business Days or such other period as the parties may agree in writing of receiving such a notice, Reality Solutions shall assess the requested change, at its standard rates then in force, and prepare for the Customer a Specification detailing any increase or decrease in the charges payable, and of any effect that the requested change would have on the timetable for delivering the Deliverables.
- 11.3 Within 15 Business Days or such other period as the parties may agree of receiving the Specification from Reality Solutions, the Customer shall inform Reality Solutions in writing of whether or not it wishes to proceed with the requested change. If the change is required, Reality Solutions shall not make the requested change until the parties have agreed and signed any necessary changes to the Contract in accordance with clause 26.7.
- 12. REALITY SOLUTIONS' PERSONNEL**
- 12.1 Reality Solutions undertakes that its employees and contractors, while on the Customer's site(s) or any other premises of the Customer, will comply with all relevant rules and regulations laid down by the Customer from time to time for the behaviour of its own employees, as notified to Reality Solutions in writing from time to time. Reality Solutions shall remove any employee or contractor whom the Customer can demonstrate has failed to comply with such rules, regulations and requirements.
- 12.2 During the term of this Contract and for a period of six months after its termination neither party shall, without the prior written consent of the other, solicit, or permit any affiliate or associate to solicit, the employment of any person who is employed by the other party in the course of maintaining, delivering or supporting the Products and/or Services or any part of them.
- 13. REPRESENTATIVES**
- 13.1 The Customer shall promptly notify Reality Solutions of the name of the person appointed as the Customer Representative following signature of the Contract.
- 13.2 Reality Solutions shall appoint the Reality Solutions' Representative, who shall have the responsibility and commensurate authority for the overall progress of the Services and to whom all questions regarding the Contract can be referred. The name of the appointed individual shall be promptly notified in writing to the Customer Representative.
- 13.3 The Customer Representative shall co-operate with the Reality Solutions' Representative and shall attend meetings scheduled by the Reality Solutions' Representative at reasonable intervals to advise and assist Reality Solutions on all matters relating to the Services.
- 13.4 The provision of employees, subcontractors and agents of Reality Solutions to carry out the Services shall be at the discretion of Reality Solutions.
- 14. CONFIDENTIALITY**
- A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 14 shall survive termination of the Contract.
- 15. DATA PROTECTION**
- 15.1 The following definitions apply:
- 15.1.1 the terms "data controller", "data processor", "data subject" and "processing" bear the respective meanings given them in the Data Protection Act 1998, and "data protection principles" means the eight data protection principles set out in Schedule 1 to that Act.
- 15.1.2 data includes Personal Data.
- 15.1.3 **Customer Personal Data** means any Personal Data provided by or on behalf of the Customer.
- 15.2 Reality Solutions shall:
- 15.2.1 only carry out processing of any Customer Personal Data on the Customer's instructions;
- 15.2.2 implement appropriate technical and organisational measures to protect any Customer Personal Data against unauthorised or unlawful processing and accidental loss or damage; and
- 15.2.3 only transfer Customer Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject.
- 15.3 Reality Solutions shall promptly and fully notify the Customer in writing of any notices in connection with the processing of any Customer Personal Data, including subject access requests, and provide such information and assistance as the Customer may reasonably require.
- 15.4 The Customer acknowledges that Reality Solutions will be acting as a Data Processor rather than as a Data Controller, in respect of all data processing activities which Reality Solutions carry out under the Contract.
- 16. WARRANTIES**
- 16.1 Reality Solutions warrants and represents that:
- 16.1.1 the Reality Solutions' Software are proprietary to Reality Solutions and that it has the right to license all IP Rights in and to the Reality Solutions' Software to the Customer, and to provide the Support Services to the Customer; and
- 16.1.2 it will perform the Services in a reliable and professional manner, in conformity with good industry practice.
- 16.2 The warranties set out in these Conditions and the Schedules are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement. Without limitation, Reality Solutions specifically denies any implied or express representation that the Reality Solutions' Software will be fit:
- 16.2.1 to operate in conjunction with any hardware items or software products other than with those that are identified in the Documentation as being compatible with the Reality Solutions' Software; or

16.2.2	to operate uninterrupted or error-free.		
16.3	Any unauthorised modifications, use or improper installation of the Deliverables by, or on behalf of, the Customer shall render all Reality Solutions' warranties and obligations under the Contract null and void.		
16.4	Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Contract and that those signing this Contract are duly authorised to bind the party for whom they sign.		
<b>17.</b>	<b>LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE</b>		
17.1	Nothing in the Contract shall limit or exclude Reality Solutions' liability for:	18.2	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
17.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	18.2.1	the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
17.1.2	fraud or fraudulent misrepresentation;	18.2.2	the other party suspends payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or the other party commences negotiations with its creditors with a view to rescheduling any of its debts, or enters into any compromise or arrangement with its creditors; a petition is filed, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company); a creditor or encumbrancer of the other party attaches or takes possession of or other such process is enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; an application is made to court for the appointment of an administrator or an administrator is appointed over the other party (being a company); the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 18.2.2;
17.1.3	breach of the terms implied by section 2 of the Supply of Products and Services Act 1982 (title and quiet possession);		
17.1.4	breach of the terms implied by section 12 of the Sale of Products Act 1979 (title and quiet possession); or		
17.1.5	defective products under the Consumer Protection Act 1987.		
17.2	Subject to clause 17.1:		
17.2.1	Reality Solutions shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and	18.2.3	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
17.2.2	Reality Solutions' total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amounts paid by the Customer under the Contract.	18.2.4	in the case of Reality Solutions, the Customer's financial position deteriorates to such an extent that in Reality Solutions' opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
17.3	The terms implied by sections 13 to 15 of the Sale of Products Act 1979 and the terms implied by sections 3 to 5 of the Supply of Products and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.	18.3	Without limiting its other rights or remedies, Reality Solutions may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
17.4	This clause 17 shall survive termination of the Contract.	18.4	Without limiting its other rights or remedies, Reality Solutions may suspend the supply of Services and/or all further deliveries of Products under the Contract or any other contract between the Customer and Reality Solutions if:
<b>18.</b>	<b>TERMINATION</b>	18.4.1	the Customer fails to pay any amount due under this Contract on the due date for payment; and/or
18.1	The Contract shall commence on the date of signature of the Sales Order by both parties. Where the Contract is for the supply of:	18.4.2	the Customer becomes subject to any of the events listed in clause 18.2.2 to clause 18.2.4 or Reality Solutions reasonably believes that the Customer is about to become subject to any of them.
18.1.1	Products only, the Contract shall continue until supply of the Products has been completed, at which point this Contract shall terminate. Following signature of the Contract, the Contract may not be cancelled by the Customer unless Reality Solutions has expressly confirmed in writing that the Customer may cancel the Contract, and shall be subject to any further conditions which Reality Solutions may, at its discretion, choose to impose. Where the Customer has opted to take other Services from Reality Solutions, the Contract shall continue to apply to such Services;	18.5	On termination of the Contract for any reason:
18.1.2	Professional Services, the Contract shall continue until the Deliverables have been accepted by the Customer in accordance with Schedule 2, and the Customer has made payment in full for the Professional Services. Following signature of the Contract, the Contract may not be cancelled by the Customer unless Reality Solutions has expressly confirmed in writing that the Customer may cancel the Contract, and shall be subject to any further conditions which Reality Solutions may, at its discretion, choose to impose. Where the Customer has opted to take other Products and/or Services from Reality Solutions, the Contract shall continue to apply to such Products and/or Services; and	18.5.1	the Customer shall immediately pay to Reality Solutions all of Reality Solutions' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Reality Solutions shall submit an invoice, which shall be payable by the Customer immediately on receipt;
18.1.3	Where the Contract is for the supply of Software Support and/or IT Support, the Contract shall continue for the initial period specified in the Sales Order/Summary) (the "Initial Period") and automatically renew thereafter for further periods of twelve (12) months (the "Renewal Period"). Either party may terminate the Contract by giving the other party not less than 90 days' written notice (or such other notice period as may be specified in the Summary) prior to expiry of the Initial Period or the Renewal Period, as applicable. Where the Customer has opted to take	18.5.2	the Customer shall return all of Reality Solutions' Materials, and any Products or Deliverables which have not been fully paid for. If the Customer fails to do so, then Reality Solutions may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
		18.5.3	both parties shall promptly return or destroy (at the other's option) all confidential information in its possession which belongs to the other party (excluding any confidential information it is required to retain in order to comply with its statutory obligations) and in the case of Reality Solutions this

- includes returning any personal data (as defined in the Data Protection Act 1998) in the possession of Realty Solutions in respect of which the Customer is data controller (again, as defined in the Data Protection Act 1998);
- 18.5.4 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 18.5.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 19. FORCE MAJEURE**
- 19.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Realty Solutions including but not limited to strikes, failure of a utility service or transport network, act of God, war, riot, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Realty Solutions or subcontractors.
- 19.2 Realty Solutions shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 19.3 If the Force Majeure Event prevents Realty Solutions from providing any of the Services and/or Products for more than four (4) weeks, Realty Solutions shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 20. DISPUTE RESOLUTION PROCEDURE**
- The parties shall use reasonable endeavours to resolve in good faith any disputes that may arise in connection with the Contract. If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (**Dispute**) which is not resolved within ten Business Days of the matter being raised by one party to the attention of the other, then the parties shall follow the procedure set out in this clause:
- 20.1 the parties shall escalate the Dispute to the Customer Representative and Realty Solutions' Representative by notice in writing (**Dispute Notice**). If the Dispute cannot be resolved by the Customer Representative and the Realty Solutions' Representative within 20 Business Days then the Dispute shall be escalated to the Managing Directors of the parties to resolve;
- 20.2 if the Managing Directors of the parties are for any reason unable to resolve the Dispute within [20] Business Days of the Dispute being escalated to them, the parties may attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 20 Business Days after the date of the ADR notice.
- 21. GENERAL**
- 21.1 Assignment and other dealings.**
- 21.1.1 Realty Solutions may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 21.1.2 The Customer shall not, without the prior written consent of Realty Solutions, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 21.2 Notices.**
- 21.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 21.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Sales Order; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 21.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 21.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 21.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.6 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 21.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Realty Solutions.
- 21.8 **Governing law.** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.9 **Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- End**