

# Content Management System Licence agreement

Please read the following Licence Agreement carefully.

This Licence Agreement ("Licence") is a legal agreement between The Client and Lightmaker each of the above being together referred to in this Licence as "the Parties" and individually as a "Party". By installing and/or using the Content Management System provided by Lightmaker on The Client's website, The Client agrees to be bound by the terms of this Agreement.

## 1 Definitions

"Client" - means The Client to whom Lightmaker grants the licence including a person reasonably appearing to Lightmaker to act with that Client's authority;

"Lightmaker" - means Lightmaker Group Ltd whose registered office is Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH United Kingdom;

"The CMS" shall mean the Content Management System software provided by Lightmaker utilising proprietary software developed exclusively by Lightmaker that drives and maintains content on the Website;

"The Website" - shall mean the website upon which the CMS is used;

"Website Development Contract" – shall mean the website development contract agreed between the Parties which include the Heads of Agreement, the Schedule of Deliverables for the Website, the Payment Schedule and Lightmaker's Terms and Conditions of Service;

## 2 Licence Agreement Grant

Lightmaker hereby grants Client a perpetual, worldwide, royalty free, non-transferable, non-exclusive licence to use the CMS software on the Website, provided the terms of this Licence are not infringed.

## 3 Term

This Licence shall be effective from official launch of the Website on the World Wide Web and this licence shall survive any termination of the Website Development Contract by the Client and continue in perpetuity.

## 4 Licence Agreement Limitations

- 4.1 Client may not reverse engineer, decompile, or disassemble the object code, and/or any part of the CMS.
- 4.2 Client may not rent, lease, sell, sublicense the CMS software, including any accompanying printed materials.
- 4.3 Client may only assign, duplicate or transfer the CMS software as required to permit use of the CMS on the Website.
- 4.4 In the event of the insolvency of Lightmaker, Client is hereby granted on such insolvency, a perpetual, worldwide, royalty free, non-exclusive, unfettered licence to use the CMS software on the Website which will not be subject to the limitation terms of this Licence.

## 5 Termination by Lightmaker

- 5.1 Lightmaker may terminate this licence upon 30 days written notice in the event that:
  - 5.1.1 Client fails to comply with the terms and conditions of this agreement. In such event, Client must destroy all copies of the CMS and all of its component parts.
  - 5.1.2 Client fails to pay any charges due for the provision of the CMS.
- 5.2 Termination of the Licence will result in the retaining by Lightmaker of all monies received from Client who will not be entitled to a refund of monies paid

### Lightmaker Group Ltd

Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH  
T. +44 (0)1892 615 015 F. +44 (0)1892 615 016 E. [enquiries@lightmaker.com](mailto:enquiries@lightmaker.com)  
Registered in England 3844251 UK VAT Registration no: 683 7664 84

- 5.3 Upon termination of the Agreement, The Client shall nevertheless remain liable for all charges due or which would have been payable under the Licence.
- 5.4 Both parties may terminate this Agreement by mutual written consent.

## **6 Termination by Client**

- 6.1 Client may terminate this Licence upon 30 days written notice by returning the CMS source code and all copies thereof to Lightmaker at the address listed above.
- 6.2 Termination of the Licence will result in the retaining by Lightmaker of all monies received from Client who will not be entitled to a refund of monies paid.

## **7 CMS Copyright**

All source code and production files for the CMS are copyright Lightmaker at all times and are to be treated as the confidential and proprietary data of Lightmaker.

## **8 Credit**

The CMS is to feature a Lightmaker credit at all times. This credit is generally located in the bottom right hand corner of the CMS and links to <http://www.lightmaker.com> or relevant address in a new browser window. The wording of the credit is to be "Technology by Lightmaker"

## **9 No Warranties**

The CMS and any related documentation is provided "as is" without warranty, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non infringement.

## **10 No Liability**

In no event shall Lightmaker be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the CMS.

## **11 Modification**

The terms of this Agreement may only be amended, waived, or modified following agreement by both parties in writing.

## **12 Assignment**

Either Party may assign the benefit of this contract following receipt of written agreement from the other Party. Such agreement not to be unreasonably withheld.

## **13 Severability**

If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

## **14 Notice**

Any notice required to be given under this Agreement shall be deemed received upon personal delivery or three (3) days after mailing if sent by registered or certified mail to the addresses of the parties set forth above, or to such other address as either of the parties shall have provided to the other in writing.

## **15 Jurisdiction**

The validity, construction and enforceability of this Agreement shall be governed in accordance with the Jurisdiction provision within The Website Development Contract.

### **Lightmaker Group Ltd**

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Registered in England 3844251 UK VAT Registration no: 683 7664 84