

License Agreement for TotalMediaTechnology 2004 Subscription Version

Please read the following License Agreement carefully.

This License Agreement ("Agreement") is a legal agreement between The Client ("The Client") and Lightmaker Ltd of Century Place Buildings 3 & 4, Floor 1, Lamberts Road, Tunbridge Wells Kent, TN2 3EH, UK ("Lightmaker"), each of the above being together referred to in this Agreement as "the Parties" and individually as a "Party".

By installing and/or using TotalMediaTechnology 2004 Subscription Version on the Client's website the Client agrees to be bound by the terms of this Agreement.

1 Definitions

1.1 "TotalMediaTechnology 2004 Subscription Version" ("TMT 2004") shall mean the proprietary software architecture developed exclusively by Lightmaker that uses Macromedia Flash Remoting and Macromedia Server Architecture, and that drives and maintains the Website.

1.2 "The Website" - shall mean the website upon which the TMT 2004 software is used.

1.3 "Website Development Contract" – shall mean the website development contract agreed between the parties that include the Heads of Agreement, the Schedule of Deliverables for the Website, the Payment Schedule and the Subscription Revenue Share matrix.

2 License Agreement Grant

Lightmaker hereby grants the Client a perpetual, worldwide, royalty free, non-transferable, non-exclusive license to use TMT 2004 on the Website, provided the terms of this license agreement are not infringed.

3 Term

This Agreement shall be effective from the Client's first use of TMT 2004 on the website. This license shall continue in perpetuity.

4 License Agreement Limitations

4.1 The Client may not reverse engineer, decompile, or disassemble the object code, and/or any part of TMT 2004.

4.2 The Client may not rent, lease, sell, sublicense, assign, duplicate or in anyway transfer TMT 2004, including any accompanying printed materials.

5 Termination

5.1 Lightmaker may terminate this Agreement if the Client fails to comply with the terms and conditions of this agreement. In such event, the Client must destroy all copies of TMT 2004 and all of its component parts.

5.2 Lightmaker may terminate this Agreement if the Client fails to pay any charges due for the provision of TMT 2004

5.3 Both parties may terminate this Agreement only by mutual written consent.

Lightmaker

Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH
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5.4 Termination of the Agreement will result in the retaining by Lightmaker of all monies received from the Client who will not be entitled to a refund of monies paid.

5.5 Upon termination of the Agreement, the Client shall nevertheless remain liable for all charges due or which would have been payable under the license.

6 TMT 2004 Copyright

All source code and production files for TMT 2004 are copyright Lightmaker and are to be treated as the confidential and proprietary data of Lightmaker.

7 Credit

7.1 Websites using TMT 2004 are to feature a Lightmaker.com and/or a Totalmediatechnology.com credit at all times on the main screen(s) of the website. This credit is generally located in the bottom right hand corner of the website and links to <http://www.lightmaker.com> or relevant address in a new browser window.

7.2 The wording of the credit is to be "Site design and technology Lightmaker.com" or "Powered by TotalMediaTechnology.com" or "TotalMediaTechnology by Lightmaker.com"

8 No warranties

TMT 2004 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. Any risk arising out of use or performance of TMT 2004 remains with the Client.

9 No Liability

In no event shall Lightmaker or its suppliers 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 TMT 2004, even if Lightmaker has been advised of the possibility of such damages.

10 TMT 2004 Hosting and License costs

10.1 TMT 2004 Hosting and License fees are set at a minimum of £2,000 per month excluding UK VAT payable by Standing Order.

10.2 All TMT 2004 software shall be hosted by Lightmaker's nominated Internet Service Provider.

10.3 Any further Hosting and/or License fees shall be determined by the number of registered users of The Website which will be expressly defined in the Website Development Contract.

11 Subscription Revenue Share

The Client shall pay the subscription revenue share amounts as agreed by the parties in accordance with the Website Development Contract.

12 VAT

All costs referred to in this license agreement are exclusive of UK Value Added Tax which, where applicable, shall be paid by the Client at the appropriate rate.

13 Modification

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

14 Assignment

The Client may not assign or otherwise transfer any of its rights or delegate any of its duties

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under this Agreement without Lightmaker's prior written consent, which shall be given or not at Lightmaker's sole discretion, and any assignment, attempted assignment, delegation, or attempted delegation without such consent shall be void ab initio.

15 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.

16 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.

17 Jurisdiction

The agreement shall be governed by and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts.

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