

TotalMediaTechnology 2005 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 TotalMediaTechnology 2005 Edition 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 Website" - shall mean the website upon which the TMT 2005 software is used.

"TotalMediaTechnology 2005 Edition" ("TMT 2005") 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.

"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.

"Quote or Quotation" – means the official quotation document provided to The Client for the provision of services by Lightmaker to The Client;

2 Licence Agreement Grant

Lightmaker hereby grants The Client a perpetual, worldwide, royalty free, non-transferable, non-exclusive Licence to use TMT 2005 on the Website, provided the terms of this Licence agreement are not infringed.

3 Term

This Agreement shall be effective from The Client's first use of TMT 2005 on the website. This Licence shall continue in perpetuity.

4 Licence Agreement Limitations

- 4.1 The Client may not reverse engineer, decompile, or disassemble the object code, and/or any part of TMT 2005.
- 4.2 The Client may not rent, lease, sell, sublicense, assign, duplicate or in anyway transfer TMT 2005, 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 2005 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 2005.
- 5.3 Both parties may terminate this Agreement only by mutual written consent.
- 5.4 Termination of the Agreement will result in the retaining by Lightmaker of all monies received from The Client.

Lightmaker Group Ltd

Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH
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Registered in England 3844251 UK VAT Registration no: 683 7664 84

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 Licence.

6 TMT 2005 Copyright

All source code and production files for TMT 2005 are copyright Lightmaker and are to be treated as the confidential and proprietary data of Lightmaker.

7 Credit

7.1 Websites using TMT 2005 are to feature a Lightmaker and/or a TotalMediaTechnology 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>.

7.2 The wording of the credit is to be "Site by Lightmaker", "Technology by Lightmaker", "CD by Lightmaker" or "Powered by TotalMediaTechnology"

8 No warranties

TMT 2005 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.

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 2005.

10 TMT 2005 Hosting and Licence costs

All Hosting and/or Licence fees for TMT 2005 shall be payable as per the terms of the Website Development Contract of applicable Quotation provided by Lightmaker.

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.

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