

License Agreement for TotalMediaTechnology MX

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 MX on the Client's website, and/or server, the Client agrees to be bound by the terms of this Agreement.

1 Definitions

1.1 "TotalMediaTechnology MX" ("TMT MX") shall mean the TotalMediaTechnology MX Edition - the proprietary 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 MX Software is used.

1.3 "The Server" - shall mean the machine on which the TMT MX software is installed.

2 License Agreement Grant

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

3 Term

This Agreement shall be effective from the Client's first use of TMT MX on the website, and/or server. 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 MX.

4.2 The Client may not rent, lease, sell, sublicense, assign, duplicate or in anyway transfer TMT MX, 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 MX 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 MX

5.3 The Client may terminate this Agreement at any time by returning the TMT MX source code and all copies thereof to Lightmaker.

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.

Lightmaker

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Registered in England 3844251

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 MX Copyright

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

7 Credit

7.1 Websites using TMT MX 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 MX 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 MX 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 MX, even if Lightmaker has been advised of the possibility of such damages.

10 TMT MX License costs

The license cost for a two (2) processor server running TMT MX is £20,000. Cost per additional processor thereafter is £2,500.

11 VAT

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

12 Modification

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

13 Assignment

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

14 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.

15 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.

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16 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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