

# License Agreement for TotalMediaTechnology Socket Edition

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 Socket Edition 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 Socket Edition" ("TMT SE") shall mean TotalMediaTechnology Socket Edition Versions 1.0, 1.2 and 2.0 - the proprietary architecture and software, developed and owned by Lightmaker, which drives and maintains the Website.

**1.2** "The Website" - shall mean the website upon which the TMT SE Software is used.

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

## 2 License Agreement Grant

Lightmaker hereby grants the Client a perpetual, world-wide, royalty free, non-transferable, non-exclusive license to use TMT SE 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 SE 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 SE.

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

**5.3** The Client may terminate this Agreement at any time by returning the TMT SE 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

Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH  
T. +44 (0)1892 615015 F. +44 (0)1892 615016 E. comments@lightmaker.com  
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 TotalMediaTechnology Copyright**

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

#### **7 Credit**

**7.1** Websites using TMT SE 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 pop up 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**

Lightmaker expressly disclaims any warranty for TMT SE. TMT SE and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non infringement. The entire risk arising out of use or performance of the TMT SE 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 SE, even if Lightmaker has been advised of the possibility of such damages.

#### **10 Modification**

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

#### **11 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.

#### **12 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.

#### **13 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.

#### **14 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.

Copyright Lightmaker Ltd 1996 - 2003

#### **Lightmaker**

Century Place, Buildings 3 & 4, Lamberts Road, Tunbridge Wells, Kent TN2 3EH  
T. +44 (0)1892 615015 F. +44 (0)1892 615016 E. [comments@lightmaker.com](mailto:comments@lightmaker.com)  
Registered in England 3844251