

Site License Agreement for Crossword Construction Kit and Word Search Construction Kit

This License Agreement is entered into this day _____, by and between _____, hereinafter referred to as "Licensee" and Oakley Data Services, hereinafter referred to as "Licensor", with respect to the following:

Recitals

1. Licensor desires to license proprietary computer program known as Crossword Construction Kit and Word Search Construction Kit. (delete as applicable)
2. Licensee wishes to obtain a site license for Crossword Construction Kit and Word Search Construction Kit. (delete as applicable).

NOW, THEREFORE, it is agreed:

1. Representations and Warranties

The parties each warrant and represent that the recitals set forth above are true and correct.

2. License Grant

Licensor grants to Licensee a non-exclusive and non-transferable license to use Crossword Construction Kit and/or Word Search Construction Kit upon the terms and conditions set forth in this Agreement.

3. License Fee

Licensee agrees to pay Licensor a fee based upon the type of school as follows:

| | <u>Crossword Construction Kit</u> | <u>Word Search Construction Kit</u> | <u>Both Kits</u> |
|------------------|-----------------------------------|-------------------------------------|------------------|
| Primary School | 85.00 Sterling | 85.00 Sterling | 120.00 Sterling |
| Secondary School | 135.00 Sterling | 135.00 Sterling | 200.00 Sterling |

The license grants unlimited usage for all computers on school property and owned or leased by the school. Additionally, usage is granted for school administrators and teachers to install the software on personal computers at home.

All license fees EXCLUDE VAT which must be added at the prevailing rate, unless exemption can be exhibited.

4. Copyrights, Trademark Notices, Legends and Logos

Licensee agrees not to remove any logo, product name, copyright or trademark notice from any licensed disk or backup disk.

5. Nonassignability of License

Licensee may not transfer the rights granted by this Agreement without Licensor's written consent and payment of transfer fees as determined by Licensor.

6. Limited Warranty Policy

Unless Crossword Construction Kit or Word Search Construction Kit has been abused or used in defective or incompatible equipment, Licensor warrants that it will replace any defective program provided Licensee notifies Licensor in writing within 90 days following delivery of such defective programs.

Licensor makes no warranties or representations of any kind, expressed or implied, including any implied warranties of fitness for any particular purpose. Licensor shall not be liable for any errors contained herein or for any loss of profit for incidental or consequential damages or for any other damages.

7. Crossword Construction Kit Maintenance Service

Licensor shall make periodic updates, modifications and enhancements to Crossword Construction Kit and Word Search Construction Kit. Licensor shall make revised program available to Licensee at a fee to be determined by Licensor.

8. Termination of License

If Licensee breaches any material provision of this Agreement, Licensor may terminate the license unless Licensee cures such breach within 30 days after Licensor gives written notice thereof to Licensee. If Licensor breaches any material provision of this Agreement, Licensee may terminate the license unless Licensor cures the breach with 30 days after Licensee gives written notice thereof to Licensor.

9. Notices and Requests

All notices and requests in connection with this Agreement shall be deemed given as of the day they are deposited in the United Kingdom mail and addressed as follows:

Licensee: _____

Licensor: Colin Messitt
Oakley Data Services
Lion Buildings,
Market Place,
Uttoxeter,
Staffs, ST14 8HZ,
United Kingdom

or to such other address as the party to receive the notice or request so designates by written notice to the other.

10. Governing Law

All matters arising under this Agreement shall be governed by the laws of the country of United Kingdom.

11. Entire Agreement

This document contains the complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representations and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement.

OAKLEY DATA SERVICES

By: _____
Name: _____
Title: _____

LICENSEE

By: _____
Name: _____
Title: _____