

The Total Cricket Scorer software is licensed to you by TCS 27 Limited (hereinafter referred to as 'TCS 27') subject to the terms and conditions of this licence agreement.

PRESSING THE ACCEPT BUTTON WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS AND INTERPRETATIONS

"Documentation" shall mean the written material published by TCS 27 specifically relating to the use of the Total Cricket Scorer software.

"Effective date" shall mean the date of dispatch of the Total Cricket Scorer software to the Licensee.

"Total Cricket Scorer software" shall mean the program and the data including any modification made thereto.

"Data" shall mean the TCS 27 data embedded in the Total Cricket Scorer software including any modification made thereto.

"Program" shall mean the computer program forming part of the Total Cricket Scorer Software including any modification made thereto.

"Licensee" shall mean the person or body licensing the Total Cricket Scorer software from TCS 27.

2. LICENCE AND SUPPLY OF THE TOTAL CRICKET SCORER SOFTWARE

2.1 Subject to the provisions of this agreement and the licensee fulfilling its obligations hereunder, TCS 27 hereby grants the licensee a non-exclusive, non-transferable licence to install and use the Total Cricket Scorer software on one computer system. The Licensee may use the Total Cricket Scorer software only for processing its own data and for its own business purposes. Except as otherwise agreed by TCS 27 in writing the Licensee may not use the Total Cricket Scorer software to provide a service or data to any third party including subsidiary or associated companies or associates of the licensee.

2.2 Except as provided in clause 6 the licensee is not permitted to copy, transfer, de-compile, disassemble or create derivatives from the Total Cricket Scorer software for any purpose whatsoever.

3. DURATION

This agreement shall commence on the effective date and shall continue unless and until terminated in accordance with clause 16 hereof. The provisions of Clauses 2.2, 5, 7, 9, 10, 12.2, 16, 17 and 20.2 shall continue notwithstanding termination of this agreement.

4. FEES

The fees payable by the licensee for the licence granted in Clause 2.1 are as published by TCS 27 at the time of the licensee's application for the Total Cricket Scorer software.

5. INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights in the Total Cricket Scorer software and Documentation and all program files and other documents prepared or supplied by TCS 27 in connection with this agreement are and will at all times remain the property of TCS 27.

6. COPYING

The licensee may make such copies of the Total Cricket Scorer software as are necessary for the purpose only of guarding against accidental erasure but such copies must be treated for all purposes as if they had been supplied by TCS 27 under this agreement and in particular must be protected from unauthorised access.

7. ACCESS TO PREMISES

The licensee agrees to make such facilities available to TCS 27 as are necessary including access to the licensee's premises to verify that the provisions of clauses 2, 6 and 12.2 have been strictly observed.

8. MODIFICATIONS

TCS 27 may at its discretion make modifications to the Total Cricket Scorer software by way of an updated version. TCS 27 reserves the right to charge the licensee for the supply of any such updated version.

9. WARRANTY AND LIMITATION OF LIABILITY

9.1 Program

9.1.1 [THIS SUBCLAUSE SHALL NOT APPLY TO THE UNREGISTERED DEMONSTRATION VERSION] TCS 27 warrants that for a period of three months from the effective date the Program shall operate substantially in accordance with the documentation. Should the Licensee notify TCS 27 within this period of an error in the program then TCS 27, without charge to the licensee, shall use its best endeavours to determine the cause of the error, to remedy it and promptly to supply corrections or a replacement program as TCS 27 shall deem necessary. The provisions of this sub-clause shall be in lieu of any other conditions or warranties (expressed or implied), including but not limited to any warranties of merchantability or fitness for a particular purpose and shall represent TCS 27's sole and exclusive liability with respect to any error in the program.

9.1.2 In no event will TCS 27 be liable for indirect, incidental or consequential damage arising out of the use of or inability to use the program, including any claim against the licensee by any other party, even if TCS 27 has been advised of the possibility of such damages.

9.2 Data

9.2.1 In providing services, information or advice neither TCS 27 nor any of its officers, employees or agents warrants the accuracy of any information or advice supplied. Except as set out herein neither TCS 27 nor any of its officers, employees or agents (on behalf of each of whom TCS 27 has agreed this clause) shall be liable for any loss, damage or expense whatever sustained by any person due to any act, omission or error of whatsoever nature and howsoever caused of TCS 27, its officers, employees or agents or due to any inaccuracy of whatsoever nature and howsoever caused in any information or advice given in any way whatsoever by or on behalf of TCS 27 even if held to amount to a breach of warranty.

10. PROPRIETARY RIGHTS IN DATA

10.1 TCS 27 has all ownership rights in the data as between the licensee and TCS 27. TCS 27 hereby grants the licensee a perpetual, irrevocable, non-exclusive, non-transferable license to use such data for its internal business purposes.

10.2 This agreement includes only narrow, limited grants of rights to TCS 27 content and to use and access of the software and the website. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom or otherwise. All rights not expressly granted to the licensee are reserved by TCS 27 and its licensors and other third parties. Any goodwill that is created in connection with the licensee's use of TCS 27 content or the software or website inures to TCS 27. Any unauthorised use of any TCS 27 content or the software or website is prohibited.

10.3 The licensee continues to retain any such rights it has in the content submitted to the website, however, you hereby grant to TCS 27 a perpetual, irrevocable, fully-paid and royalty-free, sub licensable, transferable and worldwide right to use, modify delete from, add to, combine with other data, publicly perform, publicly display, reproduce, transmit, sell, distribute, and otherwise exploit such content by all means and manners now or later known. The licensee understands it will not receive any fees, sums, consideration or remuneration for any of the rights granted herein.

11. LIVE SCORES

11.1 TCS 27 Takes no responsibility for loss of data.

11.2 TCS 27 Takes no responsibility to loss of internet connection.

11.3 TCS 27 Takes no responsibility to loss of server connection, although we will endeavour to provide a satisfactory service.

11.4 TCS 27 Takes no responsibility to loss of database server connection, although we will endeavour to provide a satisfactory service.

11.5 The widgets HTML supplied as a download should not be edited resulting in changes to logos and text. The TCS logo and powered by Total Cricket Scorer should remain unless express permission is granted.

11.6 TCS 27 Retains the right to withdraw this service if these conditions are not met. Any refund fees would be negated by the admin fees incurred in withdrawing this service.

12. ELECTRONIC SCOREBOARDS

12.1 The Total Cricket Scorer software is NOT to be used to control external scoreboards without the express permission of TCS 27.

12.2 The Total Cricket Scorer software is NOT to be used for display on a secondary monitor for the purpose of a scoreboard display without the express permission of TCS 27.

12.3 TCS 27 Takes no responsibility for the accuracy of data displayed on a scoreboard.

12.4 Total Cricket Scorer Scoreboard licences are non-transferable.

13. REPORTS

13.1 TCS 27 Expects all reports to retain the copyright and banner supplied as part of reports.

14 THIRD PARTY INTERFACES

14.1 TCS 27 takes no responsibility for the functionality or continued availability of any third party interfaces

15. FORCE MAJEURE

TCS 27 Shall be relieved from liability under this agreement if and to the extent that it becomes unable to carry out all or any of its obligations as a result of any event or matter beyond its reasonable control which occurs after the date of this agreement and which was not reasonably to be foreseen as likely to occur.

16. TERMINATION

16.1 This agreement shall commence on the effective date and shall continue in force unless and until terminated with immediate effect, upon notice in writing being given by a party.

16.2 In the event of the other party committing any breach of this agreement which is remediable and not remedying the same within 30 days of notice in writing specifying such breach; or

16.3 If the other party commits any irremediable breach of this agreement or repeats any such breach as has previously been the subject of a notice under clause 16.2 above; or

16.4 If the other party commits an act of bankruptcy, enters or is put into liquidation or receivership, passes a resolution for its winding up (other than for the purpose of amalgamation or reconstruction) or makes any composition with its creditors.

16.5 Upon the termination of this agreement the licensee undertakes not to take copies of the Total Cricket Scorer software either in printed form or in machine readable format, and to expunge the Total Cricket Scorer software from its computer system.

17. ASSIGNMENT

Except as otherwise agreed by TCS 27 in writing, this agreement shall not be assigned and the licensee shall have no right to sub-licence transfer the benefit of or otherwise dispose of the rights hereby granted which are personal to the licensee alone.

18. NOTICE

Any notice given under this agreement by either party to the other must be in writing.

19. JURISDICTION

This agreement shall be governed by and construed in accordance with English Law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.

20. MISCELLANEOUS

20.1 Any modification to this agreement will be effective only when signed by a duly authorised representative of both parties.

20.2 Any provision herein which in any way may contravene the applicable laws or regulations of any jurisdiction to which this agreement is subject shall be deemed to the extent of such contravention, severable and of no force or effect and shall not affect any other provision of this agreement.