

BUILDING ENVIRONMENTS LTD - TERMS AND CONDITIONS

Definitions used in This Contract:

1. "Content" refers to any digital material published at Building Environments Ltd online or otherwise distributed.
2. "Member" refers to the submitting individual or business who contributes content to Building Environments Ltd.
3. "Affiliate" means an entity with which the Building Environments Ltd Corporation has entered into a sales affiliate relationship.
4. "Commissioning Client" refers to a third parties who commissions work form Building Environments Ltd which is then subcontracted to members
5. "Valid Sale" refers to a sale of license rights in content, or other property via Building Environments Ltd, where the appropriate share of proceeds is received by a member who published the content. Content for sale via Building Environments Ltd which is returned is not an example of a valid sale.
6. "Royalty Free" refers to a one-time usage fee as distinguished from a recurring rights fee.

License Granted from Member to Building Environments Ltd:

For any members who provide Building Environments Ltd with any type of content for free distribution or sale, the following terms apply:

You (the "member") hereby grant to us ("Building Environments Ltd"), and by the act of delivering content to us, grant a non-exclusive, worldwide, royalty-free license to: (a) reproduce, sell, and distribute net proceeds from any sale, in whole or in part on my behalf; and to publicly perform, publicly display, digitally perform, or transmit for promotional and commercial purposes; (b) create and use samples of the content solely for the purpose of demonstrating or promoting your products or services or those of Building Environments Ltd; (c) use any trademarks, service marks or trade names incorporated in the content in connection with your material; and (d) use the name and likeness of any individuals represented in the content only in connection with your material.

General Terms:

The following terms apply to all content submitted to Building Environments Ltd by members.

1. Ownership of Content. You, the member, retain ownership of the copyrights and all other rights in your content, subject to the non-exclusive rights granted to us under this agreement.
2. Termination. The license grant contained in this agreement can be terminated using the guidelines below. This agreement may be terminated at any time by either party upon written notice via email or regular mail. Nothing in this agreement shall be construed to mean that a member may not submit or delete content from the material submitted by such Member as part of general maintenance of such Member's account.
3. Representations and Warranties. You represent and warrant that: (a) the Content is your original work, and contains no copyrighted material of any kind that you are not the exclusive owner of, (b) you have full right and power to enter into and perform this agreement, and have secured all third party consents necessary to enter into this agreement; (c) the Content does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other

proprietary rights, rights of publicity or privacy, or moral rights; (d) the Content does not and will not violate any law.

4. Determining Type of Content. We implement and maintain business practices that enable us to accurately categorize content that you deliver to us. If we make an error in good faith, however and consequently exceed our license rights; your sole and exclusive remedy will be for us to take all reasonable steps to promptly correct the error as soon as we become aware of the error.

5. Royalty Payments & Commission.

A. Content Downloads. You will be entitled to receive all royalty payments collected by Building Environments Ltd in the form of payments made by check distributed at least as often as quarterly. Building Environments Ltd will be entitled to a commission in the amount of 50% that will deduct upon receipt. You hereby authorize Building Environments Ltd to collect and distribute such royalties and commissions. Payment will be made to the member at least as often as quarterly.

B. Commissioning Service. You will be entitled to receive all payments collected by Building Environments Ltd from Building Environments Ltd clients in payment for work carried out for commissioning clients by members. Building Environments Ltd will be entitled to a commission in the amount of 30% that will deduct upon receipt. Payment will be made to the member within 7 days of receipt of payment form the commissioning client.

6. Disclaimer. We provide our products and services related to this agreement "AS IS" without warranty of any kind.

7. Warranty. Building environments ltd, makes no warranties either express or implied in conjunction with any content published at Building Environments Ltd. Building Environments Ltd, will not be liable to a member or any other third party claiming through it for indirect, incidental, special or consequential damages arising out of, or relating to the use of any content published at Building Environments Ltd, whether framed as a breach of warranty, contract, failure of essential purpose, or otherwise. Member agrees to indemnify and hold harmless building environments ltd, for any and all causes of action arising out of the submission of content to building environments Ltd.

License Granted Member to 3rd Party:

For any transmission of content from a member to a third party; the following terms apply:

1. Ownership. Unless explicitly provided for by a separate agreement, the member retains, subject to any license agreement between the member and Building Environments Ltd, copyright in content purchased or downloaded by any 3rd party via Building Environments Ltd.

2. Valid License. Any license rights relating to content for sale via Building Environments Ltd are contingent upon the transfer of money from the 3rd party to the member. All license rights terminate immediately and without notice if a sale is reversed for any reason.

3. Rights Granted. The member grants to the 3rd party who either purchases license rights to content via a valid sale, or downloads freely available content submitted by the member, a non-exclusive, non-transferable, worldwide, royalty-free license to: publicly perform, publicly display, and digitally perform said content.

4. Rights Not Granted. Absent a written grant of rights greater than that contained in paragraph 3 above, all other rights or sub-divisions of rights generally included in copyright are excluded from this license.

5. Resale. The resale or redistribution by the third party of any content obtained from Building Environments Ltd, whether for sale or freely available for download, whether part of a valid sale or not, is expressly prohibited.

6. Returned Content. In the event a 3rd party returns any content, whether acquired by valid sale or freely available for download, all license rights granted herein terminate and the 3rd party must immediately destroy any and all copies contained on any type of media under the control or possession of the 3rd party.

Accepted and Agreed on behalf of Building Environments Ltd

Signature

Date

Accepted and Agreed by the Contributing Member

Signature

Date

Please print this contract, sign and date the above and send to:

3 Morocco St
London
SE1 3HB

Tel: 020 7403 7272
Fax: 020 7403 8877