

NOTIFICATION OF COPYRIGHT AND LICENSE AGREEMENT

(cklicense020709.doc;DW)

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SOFTWARE LICENCE AGREEMENT - TERMS AND CONDITIONS

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IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, PLEASE CONTACT

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DEFINITIONS

- **CKT.** means ContentKeeper Technologies of 218 Northbourne Ave Braddon ACT Australia 2612 ACN: 079 874 481.
- **Software** means the ContentKeeper software developed solely by CKT.
- **Service** means the provision of the site database and update service, provision of this license to use the CKT Software, and access to the CKT automated software update service.
- **Product** means the Software and the Service and any hardware device (if any) supplied by CKT to Licensee to run the Software.
- **Intellectual Property Rights** means any proprietary right in existence during the term of this agreement including those provided under copyright law, trademark law, patent law, common law, trade secret law or any other statute that may infer any type of ownership and/or rights applicable to the Product including those rights applicable to concepts, inventions, know-how, formulas, ideas, algorithms and methodologies.
- **Domestic Use** – the provision of a filtering service by an Internet Service Provider to domestic residential households **ONLY**.
- **Non Domestic Use**– includes all other use of the Software, including, but not limited to use by an Internet Service Provider and any other individual or organisation to provide a filtered service to any one or any entity.
- **Evaluation Period** – a once off, maximum period of 20 days during which the product may be utilized to determine its suitability for use within an organisation.
- **Evaluation Licensee** – A licensee who has obtained the software for the sole purpose of evaluating the Software and Service during the Evaluation Period with a view to subscribing to the Service.
- **ISP** – Internet Service Provider, an organisation in the business of providing Internet access to its customers. An ISP for the purposes of this agreement must have a minimum of 100 such domestic household customers to qualify as an ISP.
- **Subscription Period** – The subscription period is a period of 12 months starting from the date the annual subscription fee is paid to CKT.
- **Confidential Information** – includes, but is not limited to the Software, the Site List and the methodologies utilized within the Product.

1. GRANT OF LICENCE AND PROVISION OF SERVICES

SUBSCRIPTION

ContentKeeper Technologies in consideration of the payment made by the Licensee to CKT of the ANNUAL subscription service fee hereby grants to the Licensee a non-exclusive, non-transferable license to use the Software during the Subscription Period ONLY for the purpose of utilizing the CKT service within the Licensee's organisation to provide Internet filtering and control services to the number of end users licensed by CKT to receive the Service. In accordance to the terms and conditions outlined in this Agreement.

EVALUATION

If you have downloaded or otherwise obtained the Software for evaluation ContentKeeper Technologies hereby grants to you, in accordance with the terms and conditions outlined in this Agreement, a non-exclusive, non-transferable license to use the Software on one computer during the **Evaluation Period** only, for the sole purpose of utilizing the CKT service within your organisation to provide Internet filtering and control services to staff members within that organisation. This grant is limited to one such grant per organisation unless prior, express written approval is given to the organisation by CKT. At the conclusion of the Evaluation Period you must either delete and/or destroy any copies of the Software obtained or Subscribe to the Service by paying the Subscription fee to CKT.

ISP's

CKT hereby grants to ISPs a subscription free, Domestic Use license to use the Product for the sole purpose of supplying a filtering service to the ISP's domestic household customers only. In consideration of the above, the ISP must either use ContentKeeper's default blocking screen which clearly states that the blocking has been provided by ContentKeeper or if an alternative blocking screen is utilized, that screen must contain the following text in the left hand bottom corner of the blocking screen in bolded courier font of no less that 12 points:-

BLOCKED BY CONTENTKEEPER
WWW.CONTENTKEEPER.COM

CKT reserves the right to terminate the ISPs license to use the Product at any time and without cause on giving the ISP 90 days written notice. CKT also reserves the right to withdraw this offer at any time and without notice. The ISP hereby agrees to indemnify CKT against any loss, damages, claim or legal action brought by the ISP or any 3rd party in relation to the use of the Product under this agreement.

The clause does not give the ISP any rights what so ever to use or provide the Product for its own purposes or to supply filtering services to any Non Domestic Use individuals, organizations including but not limited to any businesses entity, government organizations, commercial organizations, educational organization, not for profit organization and/or any other individual or entity.

For the purposes of interpretation of the other clauses in this agreement the ISPs Domestic household customers are considered to be part of the ISPs internal organisation and the ISP becomes the Licensee. The ISP must abide by all the other terms and conditions applicable to a Licensee as outlined in this agreement.

GENERAL

Licensee may install the Software on as many machines as required to provide filtering services to the number of number of end users licensed by CKT to receive the Service.

Licensee shall not on-sell, out-source, rent, make available to, or allow any 3rd parties access to the Software or the CKT Service without the express written permission of CKT.

Licensee hereby grants CKT network connectivity access to the Product solely for the purposes of providing the Service (the Service includes bi-directional network traffic to facilitate URL database and Software updates as well as Software and device management services). Licensee hereby agrees to maintain the Software at a version no older than the current released version minus two releases.

Licensee hereby grants CKT the right to audit Licensee's use of the software either remotely or on-site to confirm Licensee compliance with this Agreement and Licensee's subscription usage level. This grant also includes any access to Licensees' premises, if requested by CKT, during normal business hours to confirm compliance.

The Licensee's right to use the Software and Services shall cease 30 days after Licensee's Subscription to the CKT Service expires. Upon expiration, the Licensee must delete and destroy any copies of the software and return to CKT at the above address any devices supplied and owned by CKT to Licensee to facilitate the running of the Software, or alternatively secure in writing the express approval of CKT to allow for the destruction of the Software and disposal of any devices supplied and owned by CKT.

2. COPYRIGHT OWNERSHIP AND CONFIDENTIALITY

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(b) The Licensee must not:

(i) Make copies of the Software and accompanying written material other than for the purpose of backup and providing the filtering service to the number of users licensed by CKT.

(ii) Reverse engineer, decompile, disassemble, or create derivative works based on the Product, the Software, the site lists and/or the service. The Licensee is warned that the Software may include a mechanism which will log such attempts and destroy its operational logic if an attempt is made to tamper with it. ContentKeeper Technologies accepts no responsibility if such a mechanism is activated.

(iii) Rent, lease, sub-license, assign or transfer the Software or any part of it.

(c) The Licensee must not use the Software and its associated Services for any purpose other than to provide the Service to personnel within its own organisation, unless it has obtained the express written permission of CKT to do otherwise.

3. WARRANTY

(a) ContentKeeper Technologies warrants that it has the rights and title to and owns the property in the Software.

(b) ContentKeeper Technologies give no warranties and makes no representations whatsoever that the Software will be suitable or fit for any particular purpose or for use in any particular networking environment or under any particular conditions notwithstanding that such purpose or condition may be known or have been made known to CKT. CKT gives no warranties that the operation of the Software will not be interrupted or will be error free. The Licensee hereby acknowledges that it has accepted the Software on an "as is" basis and has relied solely on its own investigations to determine the suitability of the software for Licensee's purposes.

(c) Licensee hereby agrees to indemnify CKT, its distributors, resellers and agents against any legal action, initiated by Licensee or any 3rd party for any costs, direct indirect consequential special collateral or any other type of losses or damages, loss of profit, loss of data, loss of privacy, loss of access to any sites, losses caused by access to any site, stoppage or impairment of work, loss of goodwill, or loss of network connectivity, or any other losses, costs or expenses relating to the operation of the Product and any related devices within the Licensee's organisation and/or networked environment.

(d) The Licensee hereby agrees that under any circumstances whatsoever the total liability of CKT to the Licensee or any 3rd party in respect of the Software and/or Services and any of the provisions of this agreement shall be limited to an amount less than or equal to the annual subscription fee paid by the Licensee to CKT for the provision of the Software and Services.

(e) CKT makes no representation about the legality of monitoring or using the Product in the Licensee's or any other jurisdiction, and the Licensee hereby declares that it has used its own judgment to verify that the proposed use of the Product complies with any applicable laws, regulations and/or privacy rights.

(f) Licensee hereby acknowledges that Licensee is fully aware that the Software is a filtering application and as such may or may not block and/or operate on particular Internet sites, Internet protocols, traffic and/or files.

(g) Subject to the above, all conditions, warranties, terms and undertakings expressed or implied statutory or otherwise in respect of the Software are hereby excluded, except to the extent that such disclaimers are held to be legally invalid.

4. TERMINATION

- (a) This Agreement shall be terminated forthwith by ContentKeeper Technologies if the Licensee commits any material breach of the terms of this Agreement.
- (b) This Agreement will terminate at the end of the Subscription Period or if the Subscription has been renewed, at the end of any subsequent Subscription Period.
- (c) If the Licensee is in breach of this Agreement, immediately following the termination of this Agreement the Licensee shall destroy or return to ContentKeeper Technologies all originals and copies of the Software and the Program Documentation in its possession. The Licensee must also return any devices owned by CKT and supplied to Licensee by CKT to facilitate the running of the Software.

5. APPLICABLE LAW

This agreement shall be governed by the laws of the ACT and the Commonwealth of Australia. In the event of any dispute arising out of this agreement the parties hereby agree to submit to the jurisdiction of the courts of the ACT and the Commonwealth of Australia.

6. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in relation to the Software and/or Product. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional items of any quote, order, acknowledgment or other communication between the parties. Except for those changes referred to in Clause 8, no modification, attachments or additions to this agreement will be binding unless in writing and signed by an authorised representative of both parties.

7. INTERPRETATION

In this agreement, unless the contrary intention appears, words in the singular include the plural and vice versa, words importing a gender include the other gender, a reference to a person includes a partnership and a body corporate or any other business or non business organisation.

8. INVALIDITY

If any one or more of the provisions of this agreement are found to be invalid or unenforceable in any respect by a government authority or competent jurisdiction, the enforceability and legality of the remaining provisions, or portions of provisions shall not be impaired or affected in any way. The parties hereby agree that CKT may replace those provisions with a valid provision having essentially the same effect in relation to financial and Intellectual property rights.

9. NOTICES

All notices relating to this agreement must be delivered in writing via normal postal services or facsimile to the address for CKT listed above (for CKT) and to the registration address provided by Licensee or the Licensee's last known address (for the Licensee).

10. EXPORT REGULATIONS

The Product contains technologies which may come under the control of Australian Government, the United States Government and other International authorities export control regulations. Licensee hereby agrees to comply with any such regulations and hereby indemnifies CKT against and loss or damages incurred by CKT as a result of Licensee's actions in contravening those regulations.

11. WAIVER

The failure of a party at any time to enforce its rights under this agreement is not a waiver of that party's rights or a waiver of the other parties obligations under this agreement.

12. FORCE MAJEURE

Except for obligations to pay amounts due and the Licensee's obligations in relation to the protection of CKT's Intellectual Property, neither party is liable for any failure to perform or delay in performing its obligations under this agreement if the failure or delay is due solely to events beyond that party's reasonable control. If such an event or delay extends beyond 60 days the other party may terminate this agreement with immediate effect by delivering a written notice to the other party as outlined in clause 9 above.