

1 End User License Agreement

Version dated 13 February 2011

DEFINITIONS:

"The Helper Monkey" means the UNIX administrative application currently marketed under the name 'The Helper Monkey', including any upgrades, updates or modifications made to it from time to time.

"License" means either a User License, a Site License, or a Multi-Site License, each as defined in Clause 1 below.

"License Fee" means the amount payable by a licensee in return for a License to use 'The Helper Monkey', as set out at <http://www.sshadmincontrol.com/licenses>, and as may be amended from time to time.

"License Term" means: (a) in the case of a 180-day free trial, a period of 180 days, starting on the date of first download of 'The Helper Monkey'; and (b) in the case of a paid-for License, perpetuity, in respect of the major version of 'The Helper Monkey' (1.X) purchased.

"Site" means a single physical location, such as an office, building or campus.

"we" or "us" means sshadmincontrol Limited.

"you" means the individual or organization which has purchased a License or which has obtained a License to use 'The Helper Monkey' on a 180-day trial period.

INTRODUCTION

1. This End User License Agreement ("**EULA**") sets out the terms and conditions on which you are granted a License to use 'The Helper Monkey', subject to your payment of any applicable License Fee. You will be asked to select the type of

License that you wish to purchase during the payment process on our website. The different types of License available are:

(a) A **User License**, which permits 'The Helper Monkey' to be installed and used on a single computer at a time. A User License permits 'The Helper Monkey' to be installed and used on a second computer if the same person is using the two installations of 'The Helper Monkey' at one time. If you are using 'The Helper Monkey' as part of a free 180-day trial, then your use will be on the basis of a User License.

(b) A **Site License**, which permits 'The Helper Monkey' to be installed and used on every computer at a single Site operated by you.

(c) A **Multi-Site License** permits 'The Helper Monkey' to be installed and used on every computer at every Site operated by you. A **Site License** or **Multi-Site License** permits you to use 'The Helper Monkey' on a reasonable number of computers at premises other than the licensed Site, which you and your Site-based users may use from time to time (e.g., at client premises, or for at-home use)..

2. A **User License**, **Site License** or **Multi-Site License** is valid for the current major version of 'The Helper Monkey' at the time of purchase (currently 1.X), and remains valid for all updates up to but not including the next major version (2.X). A User License, Site License or Multi-Site License is eligible for free upgrade to the next major version of 'The Helper Monkey' if the next major version is released within three months of the original License Fee. Upgrades to the next major version of 'The Helper Monkey' after that three month period will be subject to payment of an upgrade fee of 40% of the original License Fee. Other than as set out in this Clause 2, we have no obligation to provide updates or upgrades to 'The Helper Monkey', or otherwise maintain or support 'The Helper Monkey'.

LICENSE

3. Subject to payment by you of the applicable License Fee, or in the case of a free 180-day trial, subject to your agreement to comply with this EULA, we

hereby grant to you a non-exclusive, revocable and non-transferable License to use 'The Helper Monkey' for your internal business purposes only for the duration of the License Term. At the end of the License Term, or upon termination of this EULA for any reason, you must permanently delete all copies of 'The Helper Monkey' on your system(s), unless you have agreed to purchase a further License from us.

4. 'The Helper Monkey' is protected by the copyright laws of Australia and other countries, and we and/or our licensors retain ownership of all rights (including all intellectual property rights) in and to 'The Helper Monkey'. Other than the License granted to you by Clause 4, no rights in 'The Helper Monkey' are assigned or otherwise transferred to you. You may not copy, publish, sell, market, distribute, lend, lease, rent, or sublicense 'The Helper Monkey' or any software code contained within it. However, this license is not intended to prohibit or limit any fair use sanctioned by copyright law, such as permitted library and classroom usage. You may make back-up copies of 'The Helper Monkey' solely to the extent necessary for archival purposes.

LIMITED WARRANTY

5. We warrant that 'The Helper Monkey' will provide the features and functions generally described in the product specification on our website when you purchased it and in the product documentation for a period of 60 days from payment of the License Fee. Media on which the Software is furnished, if any, will be free from defects in materials and workmanship. No warranties are given in respect of use of 'The Helper Monkey' during the 180-day free trial period.

6. We have taken all reasonable steps to keep the software free of viruses, spyware, "back door" entrances, or any other harmful code, but cannot guarantee the absence of any such code and you should use industry recognized and up-to-date virus-checking software before installing 'The Helper Monkey' on any computer. We will not track or collect any information about you, your data, or your use of the software except as you specifically authorize. The software will not download or install patches, upgrades, or any third party software without getting your permission. We will not intentionally

deprive you of your ability to use any features of the software or access to your data.

7. We do not warrant that the software or your ability to use it will be uninterrupted or error-free. To the extent permitted by applicable law, we disclaim any implied warranty of merchantability or fitness for a particular purpose.

LIMITATIONS ON LIABILITY

8. Your exclusive remedy under the above limited warranty, or otherwise in connection with this EULA and/or your use or attempted use of 'The Helper Monkey', shall be, at our option, either a full refund of any License Fee paid or correction of the defective software or media. To the fullest extent permitted by applicable law, we disclaim all liability for loss of profits, loss of revenue or loss of data, and for any indirect or consequential damages that arise under or in connection with this and/or your use or attempted use of 'The Helper Monkey'.

GENERAL PROVISIONS

9. We may terminate this EULA immediately upon written notice if you commit any breach of this EULA. You may terminate this EULA at any time by giving us written notice. If this EULA is terminated for any reason: (a) you shall not be entitled to refund or repayment of the License Fee or any portion of it; and (b) you must immediately stop using 'The Helper Monkey' and permanently destroy any copies of 'The Helper Monkey' on your system(s).

10. If any part of this agreement is found to be invalid or unenforceable, the remaining terms will stay in effect. This agreement does not prejudice the statutory rights of any party dealing as a consumer.

11. This agreement will be governed by the laws of Australia and the High Court of Australia shall have exclusive jurisdiction in respect of any dispute or matter arising out of or in connection with it.

12. This agreement reflects the entire agreement of you and us with regard to its subject matter, and supersedes any previous statements, warranties or

representations made to you. Any modification to this agreement must be agreed to in writing by both parties.

This EULA shall be binding on you upon ticking "I accept the End User License Agreement" during the payment process. By agreeing to that statement, you agree to be bound to the terms and conditions contained within this EULA, and to use 'The Helper Monkey' only as permitted by the express terms of this EULA.