

END USER LICENSE AGREEMENT

IMPORTANT! The PC TATTLETALE™ parental control software and the technical and any operating documentation accompanying or relating thereto (collectively, "Software") that you ("End User") seek to use is licensed only on the condition that End User jointly agrees with Cyber Samurai Marketing, Inc. ("Company") to the terms and conditions set forth below.

PLEASE CAREFULLY READ THE TERMS OF THIS END USER LICENSE AGREEMENT (THE "EULA"). IF END USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE EULA, END USER SHOULD CLICK ON THE BOX AT THE BOTTOM OF THIS PAGE LABELED "I AGREE" AT WHICH TIME END USER MAY DOWNLOAD AND USE THE SOFTWARE. IF END USER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THE EULA, END USER SHOULD CLICK ON THE BOX AT THE BOTTOM OF THIS PAGE LABELED "I DO NOT AGREE", PROMPTLY EXIT THIS PAGE AND NOT DOWNLOAD OR USE THE SOFTWARE.

1. GENERAL

The EULA sets forth the terms and conditions under which End User may, during the term of the EULA, download, access and use, under license, the Software from Company. Company will supply the Software in accordance with the terms and conditions hereof.

2. USE OF THE SOFTWARE

2.1 Company supplies the Software only as executable object code and grants to End User a non-exclusive, non-transferable/non-sublicensable, perpetual license ("License") to use the Software on a single personal computer for the purpose of monitoring the activity of End User's own minor children and only those other persons who have explicitly consented to being monitored through End User's use of the Software.

WARNING: Any use of the Software to monitor a non-consenting person may violate one or more legal rights of that person and subject the End User to legal liability.

2.2 End User may not: (i) use the Software for any illegal purposes, any purpose that violates Section 2.1 above, or any purpose that violates the rights of any person or organization, (ii) permit or authorize access to, or disclosure of, the Software to any third party, (iii) copy, reproduce, license, subscribe, sell, lease, distribute, lend, rent, assign (by operation of law or otherwise) or otherwise transfer the Software or the use of the Software to any third party, (iv) use the Software for timeshare, service bureau or similar purposes, or (v) attempt to de-compile, disassemble, reverse engineer or create the source code from the object code for the Software. Any use not expressly provided is prohibited and may be illegal.

3. OWNERSHIP

The Software, any modifications, enhancements, improvements, additions, new versions or changes made thereto, any program developed or produced using the Software, and the patents, copyrights, trademarks, trade secrets, and all other intellectual property and other rights contained therein, are and shall remain the sole and exclusive property of Company.

4. COPYRIGHT; NOTICE

The Software contains material that is protected by the United States Copyright Law and other intellectual property law, trade secret law, and by international treaty provisions. All rights not granted to End User herein are expressly reserved by Company. End User may not remove any proprietary notices embodied in the Software in whole or in part.

5. CONFIDENTIALITY OBLIGATIONS

End User acknowledges that the Software contains proprietary trade secrets of Company, and End User hereby agrees that it will keep confidential any information or data ("Confidential Information") obtained from Company in connection with the EULA and shall not divulge the same to any third parties. End User shall take all reasonable precautions to prevent unauthorized use or disclosure of the Confidential Information. End User acknowledges that any unauthorized use or disclosure of the Confidential Information would cause irreparable harm to Company.

6. MAINTENANCE AND SUPPORT

6.1 Company is under no obligation to provide any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software (collectively, "Maintenance"), and any such Maintenance made by Company shall not be construed as defects or omissions. End User is solely responsible for acquiring, installing, operating and maintaining the equipment, operating system and software suggested by Company that is necessary to utilize the Software, and failure to do so could cause the Software to work improperly or not work at all.

6.2 End User hereby agrees to refer to any technical and operating documentation files accompanying or relating to the Software in an attempt to answer End User's own support questions. In the event End User is unable to answer its own support questions, Company will provide the following support for the Program: (1) answering general questions on the use of the Software, (2) diagnosing and trouble-shooting issues or problems relating to the use of the Software, and (3) attempting to resolve problems related to the Software.

7. EXCLUSIONS TO REFUND POLICY

7.1 End User hereby agrees to AND understands that the companies 30 day refund policy is null and void in the event that: (1) the software is discovered or disabled by a child. (2) PC Tattletale is disabled by any Internet security software. (3) in cases where problems or issues with the End Users PC or PC operating system cause conflicts with the PC Tattletale software or it's proper operation. (4) or where issues are caused by 3rd party software or applications not designed or manufactured by Parental Control Products, LLC.

8. WAIVER OF WARRANTY

ANY USE BY END USER OF THE SOFTWARE IS AT END-USER'S OWN RISK AND RESPONSIBILITY, AND END USER HEREBY ASSUMES ALL RISK AND RESPONSIBILITY AS TO THE SELECTION, USE, PERFORMANCE AND QUALITY OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, INTERRUPTIONS, DOWN TIME OR DELAYS. COMPANY MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE

SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. THE SOFTWARE IS LICENSED "AS IS" AND "WITH ALL FAULTS". COMPANY DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM ERRORS OR DEFECTS, THAT IT IS NON-INFRINGEMENT, OR THAT IT WILL MEET THE PARTICULAR REQUIREMENTS OF END USER.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY, OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PROGRAMMING OR DELIVERY OF THE SOFTWARE, BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ATTORNEY'S FEES OR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR INABILITY TO USE THE SOFTWARE) EVEN IF COMPANY OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY FOR ANY DAMAGES OR LOSS TO END USER OR TO ANY THIRD PARTY EXCEED ANY LICENSE FEE ACTUALLY PAID BY THE END USER FOR ACCESS TO AND USE OF THE SOFTWARE.

10. END USER REPRESENTATIONS AND WARRANTIES

10.1 End User hereby represents and warrants to Company that End User shall use the Software only to monitor the activity of End User's own minor children and those other persons who have explicitly consented to being monitored through the use of the Software. End User further represents and warrants to Company that End User will not use the Software for any illegal purposes, any purpose that violates Section 2.1 above, or for any purpose that violates the privacy or other legal rights of any third party.

10.2 End User represents and warrants that End User will not cause the Software or any portion thereof to cross national boundaries such as by import, export, or reexport, directly or indirectly in any manner, in violation of any applicable import or export rules or regulations.

11. INDEMNIFICATION

End User hereby agrees to defend, indemnify and hold harmless Company, and Company's directors, officers, shareholders, members, employees, agents, attorneys, representatives, subsidiaries and affiliates, and their predecessors, successors and assigns, from and against any and all losses, damages, liabilities and costs (including attorneys' fees and costs) arising out of, resulting from, or relating to any violation of the EULA, including breach of End User's representations and warranties herein, the misuse of the Software, or any other activity relating to End User's use of the Software.

12. TERMINATION

The EULA is effective until it is terminated. Either party may terminate this Agreement for any reason at any time by giving the other party thirty (30) days prior written notice.

Company may immediately terminate the EULA in the event End User breaches or violates any terms of the EULA, including but not limited to End User's representations and warranties contained in Section 9 of the EULA.

13. MISCELLANEOUS

13.1 If any provision or portion of a provision of the EULA is determined to be invalid or unenforceable, it shall be deemed omitted and the remaining provisions of the EULA shall remain in full force and effect.

13.2 The EULA and the rights and obligations of the parties under the EULA will be governed by and construed and interpreted under the internal laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws principles. END USER AND COMPANY HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURTS OF THE EASTERN DISTRICT OF MISSOURI AND THE STATE COURTS OF MISSOURI LOCATED IN ST. LOUIS COUNTY OR THE CITY OF ST. LOUIS, MISSOURI, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN COMPANY AND END USER OR THE CONDUCT OF EITHER OF THEM IN CONNECTION WITH THE EULA WILL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE.

13.3 The EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings are hereby expressly cancelled.

13.4 The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Neither party shall be responsible for failure to perform in a timely manner under the EULA when its failure results from any of the following causes; Acts of God or public enemies, terrorist acts, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, or any other cause beyond its reasonable control.

13.5 End User may not assign, sublicense or transfer all or part of the EULA to any third party without the express written approval of Company.

13.5 The provisions of Sections 3, 4, 5, 7, 8, 9, 10, 12 and 13 of this Agreement shall survive the termination of the EULA.

Your installation of the PC Tattletale software acknowledges both that you have read this agreement, even if you have not and your acceptance of this End Users License Agreement and the terms contained herein.