



Hire Intelligence

Central Sydney & Canberra

Date: Thursday, 18 December 2008
Attention: Mark Leslie
Organisation: LISAsoft
Phone Number: 02 8570 5050
Fax Number:
E-mail Address: mark.leslie@lisasoft.com
From: Scott

Number of pages (including this one): 5

Hi Mark,

The following page contains the requested details of the proposed rental, along with our standard terms and conditions.

Confirmation of the order can be made by printing the Rental Order form on company letterhead, signing, and returning it to us by fax on 9888-2850.

You will then receive our Rental Agreement which details the equipment which you will receive and indicates the rental rate per period. This Agreement must also be signed and returned to us by fax before the equipment is released.

Any queries please feel free to call me on 9889-4404.

Kind regards,

Scott

Please send confirmation of all Orders on business letterhead

Our Banking Details (Sydney & Canberra Invoices): ANZ Bank North Ryde Macquarie Centre
BSB - 012 327 Account - 1978 181 71

Phone: 02 9889-4404 Fax: 02 9888-2850 Email: centralsydney@hire-intelligence.com.au

Hi-Intelli Pty Ltd ABN 53 080 380 721 P.O. Box 561 North Ryde BC NSW 1670 Web: www.hire-intelligence.com.au/centralsydney

Rental Order to Hire Intelligence (fax: 9888-2850)

Number: 5768

Organisation: LISAsoft
Order Placed By: Mark Leslie - 02 8570 5050
Sales Contact: Scott
Order Date: 18 December 2008

Term: Day
From: 19 October 2009
To: 20 October 2009
MWD: 0M 0W 2D
Rate: 2 Day

Schedule of Rented Property		2 Day	Net
Qty	Description	/Unit Price	Amount
144	Rental of HP DC7100 Desktop Computer (P4 3.2, 1GB RAM, 40GB HDD, DVD-CD-RW, 17" LCD, Windows XP Pro)	\$100.00	\$14,400.00
16	Rental of 16 Port Fast Ethernet Switch and Cables	\$50.00	\$800.00
10	Rental of 2200 ANSI Lumen XGA Data Projector	\$140.00	\$1,400.00
Damage Waiver		\$1,660.00	\$1,660.00
		Subtotal:	\$18,260.00

Additional Amounts Payable		Unit	Net
Qty	Description	Price	Amount
1	Courier Charges for Delivery	\$125.00	\$125.00
1	Courier Charges for Collection	\$125.00	\$125.00
1	Installation Charge	\$2,160.00	\$2,160.00
1	De-Installation Charge	\$2,160.00	\$2,160.00
		Subtotal:	\$4,570.00

Address: SCEC - Darling Drive
 Pymont
 NSW 2009

Net Amount:	\$22,830.00
GST:	\$2,283.00
Total:	\$25,113.00

Contact: Mark Leslie - 02 8570 5050

Installation Date: 19 October 2009	Time: PM
Uninstall Date: 20 October 2009	Time: 5:00 PM

Comments: Parkside G01-G05

I have read and agree to the Terms and Conditions of Hire Intelligence and wish to rent the equipment as listed on the schedule of rented property.

Signed by or on Behalf of LISAsoft

Signature..... Name.....

(authorised representative) Job Title.....

Date...../...../.....

Unless otherwise agreed in writing, it is the Rentee's responsibility to arrange for the return of this equipment. Where the Rentee retains the equipment beyond the original term. The original terms will be extended on a pro-rata basis until the equipment is returned.

Rental Order to Hire Intelligence (fax: 9888-2850)**Number: 5768****Payment Details - Credit Card**

Hire Intelligence may charge the initial and all further amounts due in advance to my credit card details as follows:

Card Type: Amex BankCard Diners MasterCard Visa**Card Number:****Security Code:****Expiry:****Card Holders Name:****Card Holders Signature:****Card Holders Address:****Issue No:****Start Date:****Payment Details - Company Account****Purchase Order No:****Authorised By:****Position:****Please note - unless otherwise specified in this order:**

- * American Express & Diners payments will incur additional 3.3% surcharge
- Speakers are not included with computers or LCD monitors.

1. Rental Period. a). Unless otherwise agreed the Rentee will return the Rented Property at the completion or termination of the Rental Agreement. Any costs of return are to be born by the Rentee. If the completion date falls on a weekend or public holiday then the Rented Property must be returned by 5.00pm on the last working day prior to the completion date. (Office hours are 8.30am to 5.30pm Monday to Friday)

b) If the Rented Property is not returned to the Rentor by the end of the Rental Period then a pro rata daily charge will be made (based on 7 days for a weekly Rental Agreement type and 30 days for a monthly Rental Agreement type) related to the original terms and conditions. The Rentor reserves the right (at its discretion) to deem the rent to be extended until the Rented Property is returned and also to arrange for the recovery of the Rented Property at cost to the Rentee.

2. Payment Terms. Rent is payable in advance. Where a credit card number is provided for payment it is provided to cover the initial payment as well as sundry costs, charges if equipment is retained past the end of the rental term and as security against the equipment to cover loss, theft or damage. Delivery/pickup, installation, consumables and software loading, if required, are extra to rental charges and are payable in advance as agreed. Payment is to be made on collection or delivery of the Rented Property for the first invoice associated with this Rental Agreement and within 14 days for any subsequent invoices. The Rentee agrees to pay all invoices within or in accordance with the payment terms.

Should the Rentee fail to pay any invoice within or in accordance with the specified time then the Rentor reserves the rights to:-

1. cancel the Rental Agreement without notice and recover the Rented Property at cost to the Rentee.
2. charge the Rentee interest at a rate of 18% per annum (1.5% accumulated monthly) and calculated from the date of invoice until paid in full.
3. charge the Rentee for any costs incurred in the recovery of any debts including all legal costs on a solicitor/client basis.
4. charge the Rentee retail replacement costs of a current model new item of the same brand or similar quality brand available of any Rented Property not returned to the Rentor.

Furthermore the Rentee agrees to pay these charges and accepts these terms and to allow entry by the Rentor or his agents to the premises where the Rented Property is present should the Rentor wish to recover it.

3. Change of Address. The Rentee will notify the Rentor without delay of any change of address or telephone number during the period of this Rental Agreement.

4. Condition of Rented Property. The Rentee acknowledges that: (a) it has examined the Rented Property before accepting it and satisfied itself that it is in good condition, is suitable for the Rentee's purpose, functions to a high standard, produces accurate readings and complies with prescribed safety standards; (b) the Rentor has given no representation or warranty regarding the quality, fitness, safety, suitability, standard or accuracy of the Rented Property, and no person is authorised by the Rentor to do so; (c) the Rentee will look to the manufacturer, and not the Rentor, for any collateral warranty the Rentee may require in relation to the Rented Property.

5. Care of Products. The condition of the Rented Property is recorded on the Rental Agreement. The Rentee will take good care of the Rented Property. Any damage (other than fair wear and tear) will be repaired by the Rentor or its appointee and will be charged to the Rentee. If any of the Rented Property is lost or stolen during the Rental Period, or extensions thereof, the Rentor reserves the right to charge the Rentee the retail price of the lost or stolen item/s. In the event of loss or damage of the Rented Property the rental charges will continue until the Retail Price of the Rented Property is paid for in full by the Rentee which amount is in addition to the rental charges paid.

6. Insurance. The Rentee will insure the Rented Property during the Rental Period or any extensions thereof, for all the eventualities pertaining to clause 5 of these conditions or will purchase the Rentor's Loss & Damage Waiver.

7. Indemnity. The Rentee indemnifies the Rentor against: (a) any loss of or damage to the Rented Property however arising; (b) liability for any death, injury or damage to any person or property arising directly or indirectly from the Rented Property or its use; (c) any claim for breach of intellectual property rights arising in connection with the Rented Property or its use; (d) any loss arising from any part of this Rental Agreement being void, voidable or unenforceable for any reason; (e) any loss or liability incurred by the Rentor resulting from possession, use or operation of the Rented Property by the Rentee; (f) any liability which the Rentor may incur under any legislation by reason of the use of the Rented Property for any purpose other than as stated by the Rentee to the Rentor; provided that such loss, damage, claim or liability is not due to the Rentor's negligence; (g) anything done by the Rentor in exercise or purported exercise of its rights under this Rental Agreement, (h) any claim affecting the Rentor's interest in or title to the Rented Property and any action taken by the Rentor to protect such interest and title; (i) any breach by the Rentee of its obligations under this Rental Agreement including any failure to insure or adequately insure the Rented Property; and (j) the repossession of the Rented Property and any related storage, repair and/or sale. Each indemnity in this clause is a separate and independent obligation and continues after termination of this Rental Agreement.

8. Limitation of Liability. To the full extent permitted by law, all express and implied terms, conditions and warranties (other than those terms expressly set out in this Rental Agreement) are excluded. The Rentor is not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Rented Property. Whether or not the Trade Practices Act 1974 or any laws to a similar effect apply, the Rentor's liability for anything in relation to the Rented Property and its use, including damage or economic loss, is limited to the maximum extent permitted by law. In any event the Rentor's liability is limited, at the Rentor's option to: (a) the replacement of the relevant Rented Property with the same or equivalent Rented Property; (b) the repair of the relevant Rented Property; or (c) reimbursement of the rent for the relevant Rented Property for the Rental Period.

9. Equipment Malfunctions. Should the Rented Property malfunction for reasons other than misuse or accidental damage, then the Rentor will repair the product at no charge to the Rentee (other than for freight if the product is outside the Metropolitan area defined for this purpose as within 20 kilometers of the city centre GPO). If the Rented Property is outside the Metropolitan area and the Rentee chooses not to return the Rented Property to the Rentor for repair then repair costs are at the expense of the Rentee. In the case of malfunctions or damage caused by accident or misuse the Rented property will be repaired by the Rentor or its appointee and charged to the Rentee. In the event of malfunction the Rentor reserves the right to replace the Rented Property with an equivalent system.

10. Consumables. The rental charges do not include consumable products (eg laser printer toner). The Rentee agrees to use only consumable products which are approved by the manufacturer of the Rented Property and not to use re-inked or refurbished consumables. Any consumables supplied with the Rented Property will be paid for by the Rentee.

11. Taxes and Government Charges Unless otherwise specified the rental charges shall exclude all taxes (except any applicable State Government Rental Tax). Should additional taxes or government charges be introduced or the rate of any applicable tax or government charge change then the Rentor reserves the right to adjust the rental charges to include such changes or new taxes or government charges.

12. Software.

12.1 If any Operating System or Application Software is included in the Rental Agreement then the Rentee guarantees that the only copies of these made will be for the purpose of security back-up. Further to this the Rentee undertakes to destroy any such back-up copies at the completion of the Rental Period or any extension thereof.

12.2 Where the Rentee has requested the Rentor to install Software other than the Operating System on the Rented Property, the Rentee declares that they are the holder of a legitimate licence to the Software, and have the right to install the Software. The Rentee agrees to indemnify and keep indemnified the Rentor from any loss or damage arising from or in connection with the installation or use of the Software.

13. Microsoft End User License Agreement. The Rentee hereby acknowledges that its use of the Microsoft Products accompanying the Rented Property is governed by the applicable Microsoft End User License Agreement attached hereto.

14. Severance If any term or condition of this Rental Agreement or the application thereof is or becomes invalid or unenforceable or there is any error or omission in the information, the remaining terms and conditions and information shall not be affected thereby and each and every term and condition of this Rental Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Cancellation of orders If cancellation occurs after an order is placed the Rentee shall incur a cancellation charge equal to half the Rental Charges however if the cancellation occurs within 48 hours of the delivery date, the Rentee shall incur a cancellation charge equal to the full Rental Charges.

16. Privacy The Rentor will comply with its privacy policy in respect of any personal information the Rentee provides to the Rentor. A copy of the Privacy Policy can be obtained at www.hire-intelligence.com.au / .co.uk / .co.nz or .ie. If the personal information requested by the Rentor is not provided, the

appropriate services may not be provided. Your proceeding to deal with the Rentor is confirmation of your acceptance of the Privacy Policy.

17. Definitions In this Rental Agreement unless the context otherwise requires the expressions:

(a) Rentee shall mean and include the Rentee and each of them and where appropriate their respective directors, shareholders, representatives, transferees and assigns. (b) Rentor shall mean and include the person firm or corporation trading as Hire Intelligence and entering into this Rental Agreement as Rentor and its transferees and assigns. (c) Rented Property shall mean all property including but not limited to equipment, packaging, containers and carrier bags, provided to the Rentee by the Rentor. (d) Words importing a singular number or plural number shall include plural number and singular number respectively (e) Words importing the masculine or neuter gender shall include every gender. (f) Rental Period shall mean the duration for which the Rentor has agreed to provide the Rented Property in accordance with the terms and conditions of this Rental Agreement.

18. Loss & Damage Waiver. The Rentor's Loss & Damage Waiver policy covers loss or damage as a result of physical and external means. This Loss & Damage Waiver policy is subject to: a) The Rentee immediately notifying the Rentor of any damage or loss. In the event of theft the police must be notified within 24 hours and a copy of the police report submitted to the Rentor, b) the Rentee submits a written statement ("Loss & Damage Waiver Report") detailing the loss or damage sustained, how it arose and what action was taken to minimise the loss or damage, c) The Rentee pays a processing fee when submitting the Loss & Damage Waiver Report. This fee is \$1,000.00/GBP500.00/EU300.00 per item for Data Projectors, Plasma Screens or international travel, or \$500.00/GBP250.00/EU300.00 per item for other Rented Property. The Rentee accepts and agrees that the Loss and Damage Waiver Policy set out herein only covers losses detailed above and any other loss including but without limitation any personal injury or any consequential loss either directly or indirectly as a result of damage to or loss of the covered items shall be excluded and specifically agrees that the following exclusions to a successful claim on the Loss & Damage Waiver apply: a) Any Item being dropped overboard on inland or coastal waters, b) Theft without forced or violent entry, c) Theft by the Rentee, its agents or employees or while not in their direct control, d) Misuse or abuse of item(s) e) Any acts of negligence, malice, lack of care or any deliberate act(s) causing loss or damage.

RENTAL SUBLICENSEE AGREEMENT

THIS COMPUTER SYSTEM CONTAINS ONE OR MORE MICROSOFT PRODUCTS

WHICH ARE LICENSED TO THE RENTOR. AS A SUBLICENSEE OF THE RENTOR YOU ARE BOUND BY THE TERMS OF THIS RENTAL SUBLICENSEE LICENSE AGREEMENT.

Microsoft Products

Windows Operating System and/or
Windows Operating System with Office

Microsoft License Agreement for End Users using a Microsoft Product on a Rental Computer

Microsoft Operations Pte Ltd has licensed the software listed above to the Rentor and the Rentor licensed the use of this software to you on the terms below. You will not be able to use this Microsoft software unless you agree to the following terms:

MICROSOFT SOFTWARE LICENSE

- 1. GRANT OF LICENSE.** This Microsoft License Agreement ("License") permits you to use one copy of the specified version of the Microsoft software product(s) identified above ("SOFTWARE") on the Rental Computer, provided the SOFTWARE is in use on only one computer at any time during the period you are a Rental customer. The SOFTWARE is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD ROM, or other storage device) of that computer. COPYRIGHT. The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording). You may not copy the software or written materials accompanying the SOFTWARE.
- 2. OTHER RESTRICTIONS.** This Microsoft License Agreement is your proof of license to exercise the rights granted herein. You may not rent or lease, lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE to any third party, and you may not permit any third party to have access to and/or use the functionality of the SOFTWARE or otherwise transfer your rights hereunder. You may not reverse engineer, decompile, or disassemble the SOFTWARE except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- 3. PRODUCT SUPPORT.** Any product support for the SOFTWARE is provided to you by the Rentor and is not provided by Microsoft or its affiliates or subsidiaries.
- 4. NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Any warranties, liability for damages and remedies, if any, are provided solely by the Rentor and not by Microsoft or its affiliates or subsidiaries.
- 5. NOT FAULT TOLERANT.** The SOFTWARE may contain technology that is not fault tolerant and is not Designed, manufactured, or intended for use in environments or applications in which the failure of the SOFTWARE could lead to death, personal injury, or severe physical, property or environmental damage.
- 6. LIABILITY FOR BREACH.** In addition to any liability you may have to the Rentor you agree that you will also legally responsible directly to Microsoft for any breach of the terms and conditions.