

Seratec Pty Ltd
SOFTWARE
RENTAL AGREEMENT



Seratec Pty Ltd.

2 Cross Street
Level 2
Hurstville NSW 2220
Tel: 02 9580 4551
Tel: 1300 851 866
Fax: 1300 851 863

TABLE OF CONTENTS

<u>Item#</u>	<u>Description</u>	<u>Page #</u>
1.	DEFINITIONS.....	4
2.	RENTAL LICENSE AGREEMENT	5
3.	GENERAL OBLIGATIONS OF THE LICENSEE.....	6
4.	GENERAL OBLIGATIONS OF SERATEC.....	7
5.	MAINTENANCE AND SUPPORT	7
6.	PAYMENT TERMS	7
7.	WARRANTIES AND LIMITATION OF REMEDIES	8
8.	CONFIDENTIALITY.....	9
9.	TRADEMARKS.....	9
10.	TERM AND TERMINATION	10
11.	ARBITRATION	11
12.	MISCELLANEOUS	11
13.	SIGNATURES	12
	APPENDIX A.....	13
	APPENDIX B.....	14

Seratec Pty Ltd

ACN: 107 417 309

SOFTWARE RENTAL AGREEMENT

THIS AGREEMENT is between Seratec Pty Ltd, of 2 Cross Street Hurstville NSW, 2220, (hereinafter referred to as "Seratec") and the software renter (hereinafter referred to as "the Licensee").

WHEREAS, Seratec is the developer, owner and licensor of Seratec software products and desires to Licensee the use of certain Seratec software products on a rental basis to the Licensee.

Commencing Rental details:

Description of the goods: Specified in the sales proposal

Delivery method of services: Specified in the sales proposal

First payment date: Specified in the sales proposal

Monthly payment amount & detail: Specified in the sales proposal

Setup & training fees: Specified in the sales proposal

Data import fee: Specified in the sales proposal

Initial term of agreement: 1 month

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties agree as follows;

1. DEFINITIONS

a. Sales proposal

"Sales proposal" shall mean the Seratec documentation provided to the Licensee regarding products and services prior to and subsequent to the rental of the Seratec solution. The sales proposal is an appendix of this agreement, also known as "Appendix A".

b. Products.

"Products" shall mean the computer software products to be rented, including the applicable documentation, described in the sales proposal.

c. Technical specifications

"Technical specifications" shall mean the technical requirements of not only the Seratec software but of all related products and services, including but not limited to computer hardware, party operating systems, third party software and communications services. Any written specifications provided or referred shall be deemed an appendix of this agreement, also known as "Appendix B".

d. Confidential Information.

"Confidential information" shall mean as to each party all information, other than information in published form expressly designated by such party as non-confidential, which is directly or indirectly disclosed to the other party or embodied in materials provided to the other party hereunder, regardless of the form in which it is disclosed, relating in any way to the products, know-how, trade secrets, inventions, discoveries and ideas or works of authorship or other information relating to the business of a party as currently conducted or as it may be conducted in the future; proprietary information concerning any product of a party; information about the research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, management or leasing by a party; and information concerning the process management, testing or support systems of a party.

e. Customer

"Customer" shall mean any entity that the Licensee would ordinarily trade with or prospect for business, including contractors, alliance partners, suppliers and service providers.

f. Seratec Trademarks.

"Seratec trademarks" shall mean all trademarks, service marks, trade names and logotypes or any other mark similar thereto, now used or hereinafter originated or adopted by Seratec, whether formally protected or not.

g. Improvements.

The term "improvements" shall mean any enhancements, including feature enhancements and translations to products which serve to modify or change the design, performance, characteristics, specifications, product extensions or manufacturing processes of the products, and can include customization of configurable elements of the software.

h. Source code.

Source Code shall mean a computer program that is represented in a programming language form used by human beings to write and read computer programs.

i. Object code.

Object code shall mean a computer program that is represented in a binary digit form that is directly readable by a computer. It is the "machine language" form of source code.

j. Software.

Software shall mean computer program(s) and any related control files that combine to perform specified tasks executable by a designated computer operating system. Related files may include configuration text files, source code, object code or any other programmatic files for software program operation.

k. Documentation.

Documentation shall mean information supplied in electronic or printed format to explain processes, procedures and concepts relating to the software, source code, object code, database structure, deployment, user guides or help and business application suggestions for the software.

l. Licensed software.

Licensed software shall include all related source code, object code, software, documentation and intellectual property owned and supplied by Seratec.

2. RENTAL LICENSE AGREEMENT

a. Rental

Seratec hereby agrees to provide the Seratec products specified in the attached Appendix A to the Licensee for company use, and the Licensee hereby accepts responsibility for the rental payments and to abide by the terms and conditions of this Agreement.

After the specified initial term of the agreement, the agreement is to be automatically renewed on a monthly basis until terminated in writing in accordance with this agreement.

Rental payments are payable in advance, with the first payment due prior to provision of software or services. The second payment is due on the date specified for each subsequent month. Failure to remit payment may result in immediate termination of this agreement and result in the specified termination actions being required as a result. Early termination by the Licensee will be subject the termination conditions of this agreement.

b. License.

For the period of this Agreement Seratec grants the licensee a nonexclusive, non-transferable, right to use the specified configuration of the Licensed software for internal business use. The modules, configuration, licensed user count and services provided as detailed in the sales proposal.

User count is determined on a "full time equivalent basis";

- i. Two part time workers sharing a normal working month that constitutes an equivalent of one full time worker will be require only a single user count;
- ii. An individual person, regardless of the extreme of hours worked, will require a maximum of a single user count. A single user is licensed for use of Seratec desktop, PDA and web components supplied.
- iii. An individual person may use the software on more than one machine such as an office desktop and a laptop when out of the office. This does not mean that a second person can use the desktop computer in the persons absence.
- iv. In the case of a pre-agreed written consent, the license can be applied to the specific number of machines installed rather than named users.

c. Increase of rental fees.

The rental fees may vary during the term of the agreement;

- i. If the Licensee wishes to increase the modules or user count, then the rental will increase by the increment applicable of the added items from the time they are added.
- ii. If on each 12 month anniversary, Seratec decides on it's sole discretion to increase the rental by the annual published CPI. Seratec will only consider rental increase on the basis of CPI if and when the cumulative CPI increase since commencement of the agreement or of a previous CPI price revision has exceeded 4%. Seratec will provide 30 days notice of the rental change, which will then be effective from the next due rental installment after the expiry of the 30 days notice.
- iii. Seratec will periodically at its sole discretion audit the software and data utilization to verify the user count. Seratec reserves the right to levy the increased rental from the time the user count increase occurred.

d. Decrease of rental fees.

- i. If the Licensee wishes to effect a reduction in the user count or modules utilized in the Seratec system thirty (30) days prior written notice is required. The Licensee is responsible for providing adequate proof to Seratec that the change request is valid. Such requests are subject to Seratec standard minimum user and module counts, Seratec agrees to not unreasonably withhold approval and if approved Seratec will revise the rental installments levied. If any costs are involved in the change, Seratec will make the Licensee aware of charges required in order to implement the requested change and the Licensee will be required to provide written acceptance of the charges prior to change of the system or rental.
- ii. Seratec may decrease rental fees for permanent or temporary reduction at any time with prior written notification to the Licensee.

3. GENERAL OBLIGATIONS OF THE LICENSEE

a. Notice.

The Licensee shall not alter or remove any identification, confidentiality, copyright or other proprietary rights notice of Seratec contained on the products or other materials delivered to The Licensee under this Agreement, except as required by applicable laws and regulations. The Licensee shall reproduce and include all such notices on all complete or partial copies of such materials made by The Licensee.

b. No ability to transfer or sublicense.

The Licensee shall not transfer the license or grant sublicense to any third parties without the expressed prior written permission of Seratec.

c. Disposal of products and materials.

In no event shall The Licensee sell or otherwise dispose of the products or related materials other than returning them to Seratec in accordance with the terms of termination.

d. Activity.

The Licensee shall undertake no acts injurious to the business or goodwill of Seratec.

e. Title.

The Licensee acknowledges and agrees that, during the term of this Agreement and at all times thereafter, all copyright and other intellectual property rights in the products provided hereunder, including improvements, are, and shall remain, the property of and proprietary to Seratec. The Licensee shall acquire no rights therein except as expressly set forth in this Agreement. The Licensee shall take no action which may adversely affect or impair Seratec ownership of such materials and rights. The Licensee agrees to keep confidential and to protect the contents of the products from unauthorized disclosure or use by its present or future agents, employees, contractors, dealers, consultants or customers.

f. Product Development and Design.

The Licensee shall be solely responsible for ensuring that the products are designed to satisfy customary, legal and regulatory requirements for their company use and shall notify Seratec of any such requirements.

g. Customization.

The Licensee shall be responsible for any customization or improvements of the products or other materials that are not conducted by Seratec. Seratec supplied customizations shall be deemed improvements under this Agreement.

h. Other improvements.

With the exception of the customization of products, the Licensee shall not make any improvements to the products except as agreed between the parties in a separate agreement.

i. Copies.

The Licensee acknowledges that the products are protected by copyright and other forms of proprietary rights and agrees not to copy or otherwise reproduce, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the products. The Licensee may produce on-site or off site copies of the software for backup purposes, provided the copies are retained only for that expressed purpose.

j. Indemnification.

The Licensee shall indemnify and hold Seratec harmless from and against any loss, liability, damage or expense (including reasonable attorney's fees) incurred by Seratec as a result of the breach by The Licensee of any of its obligations.

k. Materiality.

The Licensee understands and agrees that the protection of Seratec rights in, and to the products, and the prevention of any unauthorized copying, reproduction, modification, adaptation, translation, reverse engineering, de-compilation, disassembly and creation of derivative works, is of the essence of this Agreement and that any failure on its part, however minor, to discharge its obligations under this Article shall constitute a material breach of this Agreement.

I. Scope of Grants.

No license is granted, either directly or by implication, other than those specifically granted in Sections 2(a) and (b) hereof.

4. GENERAL OBLIGATIONS OF SERATEC

a. Errors.

The Licensee understands and agrees that it may not be possible to correct all errors, malfunctions or defects which may appear in the products. Seratec shall be under no obligation to correct every such error, malfunction or defect except for errors that cause program execution to stop or that cause corruption of data.

b. Product Changes.

Seratec reserves the right, in its sole discretion and without incurring any liability to the Licensee, to:

- i. Alter the specifications for any product;
- ii. Discontinue the production of any product in a reasonable timeframe
- iii. Discontinue the development of any new product, whether or not such product has been announced publicly;
- iv. Commence the production and sale of new products having features which make any product wholly or partially obsolete.

c. Products and Services

Seratec is responsible for the provision of products and services as outlined in the sales proposal that forms an appendix to this agreement. Service standards and conditions are as outlined in the sales proposal.

5. MAINTENANCE AND SUPPORT

Periodic software updates and telephone support for the product are included in this agreement as detailed in the sales proposal being Appendix A.

6. PAYMENT TERMS

a. Payment Terms.

All payments to Seratec under this Agreement shall be made in Australian dollars on the dates specified in this agreement. The Licensee expressly agrees that the failure to make any payment due under this Agreement shall be considered a material breach of this Agreement. Each party shall bear its own bank charges on such payments.

b. Overdue Payments.

If, and for so long as, any payment from the Licensee to Seratec hereunder shall be overdue, annual interest at a rate of two (2) percentage points above the commercial lending rate of Westpac Bank shall automatically become due and payable on all balances outstanding as of the date such payment is overdue. All payments will be applied first to interest and then to the principal balance. The foregoing remedies shall be in addition to, and not exclusive of any other right Seratec may have under applicable law with respect to non-payment hereunder, including Seratec's right to terminate this Agreement.

c. Records; Audit Rights.

The Licensee shall maintain complete and adequate records to substantiate the accuracy of all payments due under this Agreement. Upon reasonable prior written notice, Seratec or its representative shall have the right to audit any records necessary to determine the accuracy of payments made under this Agreement. The Licensee shall cooperate in the auditing process. In the event of any underpayment exceeding five percent (5%) of the amount due of sums paid to Seratec since last audit the Licensee shall reimburse Seratec for the cost of such audit and pay any deficiency with interest as described in Section 6(b) above.

7. WARRANTIES AND LIMITATION OF REMEDIES

a. Limited Warranty.

- i. The warranties and representations expressly stated by Seratec in this agreement are the only warranties made by Seratec and are in lieu of all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Seratec excludes any warranty coverage for incidental, special or consequential damages, including lost profits, even if Seratec has been advised of the possibility of such damages.
- ii. The sole and exclusive remedies for breach of any and all warranties and the sole remedies with regard to Seratec's liability of any kind with respect to the products and services covered under or pursuant to this agreement shall be limited to the remedies provided in this agreement. The Licensee releases Seratec from all obligations, liabilities, claims or demands in excess of this limitation.
- iii. In no event shall Seratec's liability of any kind include any special, indirect, incidental or consequential losses or damages, even if Seratec shall have been advised of the possibility of such potential loss or damage.
- iv. The Licensee shall defend and indemnify Seratec from and against any claims by its customers or any third party relating to the products.
- v. The Licensed software is provided "as is", without warranty, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. It is the responsibility of the licensee to determine the fitness for purpose.
- vi. Seratec warrants and represents to the Licensee that a product will conform substantially to the documentation supplied with Seratec products except if the products are modified in any manner by the Licensee or by any third party.
- vii. If Seratec deems any fault to be the responsibility of Seratec, Seratec shall, at its own expense, use its best efforts either to repair the nonconformity or replace the non-conforming products with conforming products whichever appears most reasonable in the given circumstance.
- viii. Seratec makes no warranty of any form with regard to products with Improvements made by the Licensee or any third party and The Licensee agrees that it bears the entire risk as to the quality and performance of the products with such Improvements.

b. Limit of liability

SERATEC maximum liability under this agreement shall be limited to the refund of the rental payments that the Licensee has paid to Seratec under this agreement.

SERATEC will not be liable:

For any property damage, personal injury, loss of use, interruption of business, loss of profits, or other special, incidental or consequential damages, however caused, whether for breach of warranty, contract, tort (including negligence), strict liability or otherwise;

- i. For loss or inaccuracy of data or files, data or file corruption, or cost of procurement of substituted goods, services or technology; or
- ii. Loss or lack of data communications or data synchronization; or
- iii. For any other damage to any equipment resulting from use of Seratec products; or
- iv. For inaccuracy in any reports or calculations in the software or in transfer of data to other systems
- v. For issues arising from third party operating systems, third party software, hardware or communications equipment or processes that are not compliant with Seratec published standards or their malfunction.
- vi. For spelling or grammatical errors in the product or related materials
- vii. Seratec shall not be responsible for any matter beyond its reasonable control.

c. Not for use in high risk activities

Seratec software is designed to be robust and dependable for normal business use, but it is not designed to be totally fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Seratec specifically disclaims any express or implied warranty of fitness for High Risk Activities.

d. Limits of responsibility

The Licensee will undertake all possible and necessary action permitted or required by law and regulations to ensure that Seratec's limits of responsibility as set forth herein are valid and enforceable against whomever they are applicable and shall provide a license and warranty agreement suitable to insure that applicability and enforceability. The Licensee will immediately inform Seratec as soon as The Licensee becomes aware of any liability claim by a third party with respect to the products, whether or not such claim is made against Seratec.

e. Excluded Claims.

Seratec shall in any event have no obligation to Customers under this Agreement if;

- i. Repair or replacement of the products is required as a result of normal wear and tear or necessitated in whole or in part by catastrophe or causes external to the products; or
- ii. The products have been maintained, repaired, relocated or reconfigured other than by an authorized Seratec representative; or
- iii. The products have not been properly used or maintained in accordance with this Agreement and with Seratec's applicable operating and maintenance manuals; or

8. CONFIDENTIALITY

a. Non-Disclosure.

Each party acknowledges and agrees that the confidential information of the other party is confidential and proprietary. Each party agrees not to use any of the confidential information of the other party during the term of this Agreement for any purpose other than as permitted or required for performance of a party's duties hereunder. Each party further agrees during the term of this Agreement not to disclose or provide any confidential information of the other party to any third party (including any parent, affiliate or subsidiary entity of either party hereof) and to take all necessary measures to prevent any such disclosure by its present or future employees, agents, contractors, dealers or consultants during the term hereof.

It is a condition of this Agreement that the attached Confidentiality Agreement be an Appendix to this Agreement, and that the Confidentiality Agreement be read, understood, agreed with by The Licensee prior to commencement of this Agreement.

b. Proprietary rights in products.

The Licensee understands and agrees that The Licensee takes title only to the media on which the products are provided. The Licensee further acknowledges and agrees that, during the term of this Agreement and at all times thereafter, all copyright and other intellectual property rights in the products provided hereunder, including Improvements, are, and shall remain, the property of and proprietary to Seratec.

c. Legal Action.

At Seratec's request, The Licensee shall cooperate fully with Seratec in any reasonable request for assistance with legal actions taken by Seratec to protect its rights in the products and in the Seratec confidential information.

9. TRADEMARKS

a. License.

The Licensee acknowledges Seratec 's proprietary rights in and to the Seratec trademarks, trade names and logotypes regularly used by Seratec and The Licensee hereby waives in favor of Seratec all rights to any trademarks, trade names and logotypes now or hereafter originated by Seratec. The Licensee shall acquire no right, title or interest in Seratec trademarks and shall not use any Seratec trademarks as part of The Licensee's corporate or trade name or any corporate, marketing or other activities, or permit any third party to do so, without the prior written consent of Seratec.

10. TERM AND TERMINATION

a. Term.

This Agreement shall take effect as of the date rental commencement and continue until the expiry of the specified minimum rental period. On expiry, the term will automatically extend on a monthly basis until terminated in accordance with this agreement.

b. Termination.

This Agreement may be terminated pursuant to the following terms and conditions:

- i. The Licensee may terminate this agreement by notice in writing at any time during the Satisfaction Guarantee period.
- ii. This Rental Agreement may be terminated at any time upon the mutual agreement of both parties in writing.
- iii. Seratec shall not unreasonably terminate this agreement.
- iv. Seratec retains the right to terminate this agreement in the event that the Licensee fails to meet its rental payment obligations.
- v. Either party may terminate this Agreement immediately on written notice in the event the other party files a petition of any type as to its bankruptcy, is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business.

c. Rights and Obligations on Termination.

In the event of the termination of this Agreement for any reason, the parties shall have the following rights and obligations:

- i. Termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.
- ii. After termination, any outstanding rental fees applicable are payable by the Licensee to Seratec within 30 days.
 - 1) If termination occurs during the initial rental period, the outstanding fees will be taken as one payment of the full rental of the products as applicable at the time of the cancellation plus the minimum monthly rental amount multiplied by the remaining months of the minimum rental period.
 - 2) If termination occurs after the initial rental period the outstanding fee will be the full rental of the product as applicable at the time of the cancellation, at the next occurring rental payment date.
 - 3) If termination occurs within the Satisfaction Guarantee period of this agreement, the Licensee may receive a refund of the rental paid during the guarantee period. Setup and other costs will not be refunded.
- iii. The obligations of the parties under Sections 3(c), 8(a), 8(b) and 8(c) hereof shall survive the termination of this Agreement.
- iv. Upon termination of this Agreement, all licenses shall automatically be assigned to Seratec.
- v. Upon termination of this Agreement, The Licensee shall cease using any Seratec products covered by this agreement.
- vi. Within 14 days after termination of this Agreement, The Licensee shall return to Seratec, all Seratec supplied products, tools, utilities, sales and support documentation and collateral related to products and services provided as a result of this agreement.

d. No Compensation.

In the event either party terminates this Agreement for any reason in accordance with the terms hereof, the parties hereby agree that, without prejudice to any other remedies which either party may have in respect of any breach of this Agreement, neither party shall be entitled to any compensation or like payment from the other as a result of such termination other than specified in this agreement.

11. ARBITRATION

a. Disputes.

Except as set forth in Section 11(b), any dispute, claim or controversy arising out of or relating to this Agreement shall be finally settled by arbitration in Sydney New South Wales, Australia. The judgment rendered by the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction. The prevailing party's costs shall be paid by the losing party.

b. Exclusions

Excluded from arbitration are any claims for injunctive relief or any claim brought in equity by either party. The exclusive jurisdiction and venue for such claims shall be the Federal courts of Australia in Sydney, New South Wales, Australia.

12. MISCELLANEOUS

a. Relationship.

This Agreement does not make either party the employee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

b. Assignment.

The Licensee shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Seratec. This Agreement shall inure to the benefit of and shall be binding on the successors and permitted assigns of the parties. This Agreement and the rights and obligations arising hereunder shall not be affected by any change in the corporate structure or ownership of the parties. Any prohibited assignment shall be null and void.

c. Notices.

All notices permitted or required to be given hereunder shall be in the English language and shall be delivered personally or sent by facsimile or registered or certified air mail, postage prepaid, return receipt requested, addressed to the addresses of the parties hereto as set forth below or to such other addresses as the parties may designate by like notice from time to time. Notices so given shall be effective (a) upon the date of personal delivery, (b) if sent by facsimile, concurrently with the transmission thereof if the sender's machine produces a transmission report without notice of a communication fault, (c) on the third (3rd) business day following the date on which such notice is mailed by registered or certified air mail.

Seratec:	Seratec Pty Ltd.
Contact:	Stephen Gray
Registered office:	2 Cross Street, Level 2 Hurstville NSW 2220
Fax:	1300 851 863
Phone:	1300 851 866

The Licensee: The principal place of business specified to Seratec

d. Entire agreement.

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements by and between Seratec and The Licensee as well as all proposals, oral or written and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this agreement. The Licensee acknowledges that it has not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein.

e. Amendment.

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.

f. Severability.

In the event that any of the terms of this Agreement are in conflict with any applicable rule of law or statutory provision or otherwise unenforceable under applicable laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

g. Counterparts.

This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof.

h. Waiver.

i. No Waiver Except by Notice in Writing

No right under this Agreement is waived or deemed to be waived except by notice in writing signed by the party waiving the right.

ii. No Waiver of Subsequent Breaches

A Waiver by one party under Clause 10.1 does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.

iii. No Waiver by Extension of Forbearance

A party does not waive its rights under this Agreement because it grants an extension or forbearance to the other party.

i. Governing Law.

This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the South Australia, Australia.

j. Remedies Cumulative.

Each of the rights and remedies of the parties set forth in this Agreement shall be cumulative with all other such rights and remedies, as well as with all rights and remedies of the parties hereto otherwise available at law or in equity.

13. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement on the date first above written.

Seratec Pty Ltd



Signature:

Name:Stephen Gray.....

TitleManaging Director.....

Witness:



Signature:

Name:David Virasinghe.....

The Licensee

No signature required, taking up the rental is sufficient evidence of agreement.

APPENDIX A

The sales proposal specifying user count, modules, licenses, services, service standards and other related data.

APPENDIX B

Technical requirement documents as specified in the sales proposal and related communications.