

RentalPoint Software
Software License Agreement

The 'Software License Agreement', hereinafter referred to as the 'agreement', is an agreement between you, hereinafter referred to as the 'Licensee,' and RentalPoint Software, hereinafter referred to as the 'Licensor'. By use or installation of this software, Licensee is agreeing to become bound by the terms and conditions of the agreement, which includes the software license.

This agreement constitutes the complete agreement between Licensee and Licensor. If Licensee does not agree to the terms of this agreement, Licensee will promptly delete all copies of the software, links to the software online and notify the place of purchase of the cancellation.

1. Grant of License

1.1) It is hereby agreed that subject to the terms and conditions of this agreement, Licensor grants Licensee a personal, non-transferable and non exclusive license to use the RentalPoint Software system executable code and any third party software embedded therein together with associated Documentation and Third Party Products.

2. Scope of License

2.1) The License granted under this agreement authorizes Licensee to use one copy of the RentalPoint Software system in its business operations solely for its own benefit for the number of users for which the license fee has been paid. The RentalPoint Software system contains disabling procedures. If there is any unauthorized use of the RentalPoint Software system such disabling procedures would limit access to the licensed products.

2.2) This License is limited to the use of the RentalPoint Software system for the internal data processing and computing needs of Licensee and is not for providing service bureau or time-sharing services to third parties.

2.3) Licensee may not sub-license, transfer or otherwise redistribute the RentalPoint Software system.

2.4) Licensor and Licensee agree that Licensor owns all proprietary rights, including copyright, patent, trademarks, trade secrets, and other proprietary rights, in and to the RentalPoint Software system and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the RentalPoint Software system, whether made by Licensor or any third party. Licensee does not acquire any rights, express or implied, in the RentalPoint Software system, other than those specified in this agreement.

3. Term of Agreement

3.1) The License granted by this agreement shall remain in effect provided that all fees pursuant to Section 8 of this agreement are paid to Licensor and the agreement is not terminated in accordance with Section 9.

4. Copyrights and Patent

4.1) Licensor warrants that it is the owner of the RentalPoint Software system and possesses the right to maintain, sell and distribute the RentalPoint Software system, and

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is the sole owner of all programming, contained within the RentalPoint Software system. Licensor also warrants that it has full power and authority to grant the rights herein granted without the consent of any other person and warrants that to best of its knowledge neither the licensed products nor any portion thereof, nor the use thereof, violates or infringes upon any patent, copyright, trade secret or other property of any other person. Licensor will indemnify and hold harmless Licensee from and against any reasonable loss, cost, liability and expense arising out of or related to any claims that Licensor is not so empowered and authorized to grant such rights provided Licensee notifies Licensor within 30 days of such claim and cooperates fully with Licensor in the defense of any such claim. In any event the indemnity shall not exceed the cost of license fees paid by Licensee.

5. Responsibilities of Licensee

5.1) Licensee agrees that during and after the term of this Agreement it shall not copy or otherwise provide or make available for use or copying the RentalPoint Software system or any portion thereof other than as provided for herein. Nor shall any copies of the RentalPoint Software system or Documentation be made without the express written permission of Licensor. Licensee shall not employ any party other than Licensor or its accredited representatives to modify or enhance the RentalPoint Software system. Licensee shall indemnify and hold harmless Licensor for any loss, cost, or expense (including attorney's fees) arising from Licensee's breach of this provision.

5.2) Licensee shall take all reasonable steps to prevent the unauthorized use of the RentalPoint Software system and shall immediately notify Licensor of any information from any source indicating any such unauthorized use.

5.3) Licensee shall not disassemble, modify, decompile or reverse engineer the RentalPoint Software system or embed the RentalPoint Software system, with exception of integrating the RentalPoint Software system with existing accounting package and integrating with any other product using the standard RentalPoint Software system development API Software, with any other software without prior written consent of Licensor.

5.4) Licensee shall retain responsibility for installation of the RentalPoint Software system, all site preparation, and the continuing proper performance and configuration of the Operating Environment of the RentalPoint Software system.

5.5) Licensee acknowledges that the breach or threatened breach by Licensee of its responsibilities under subparagraphs (1) through (4) hereof shall cause Licensor irreparable harm for which Licensor shall have no adequate remedy at law. Therefore, Licensee acknowledges that Licensor shall be entitled to equitable relief to enjoin any such breach or threatened breach, together with its reasonable legal fees incurred in enforcing its rights hereunder.

6. Termination

Licensee's rights to use the RentalPoint Software system and the Documentation shall terminate immediately should:

6.1) Licensee breaches its obligations under this Agreement concerning confidentiality, or unauthorized use of the RentalPoint Software system or the Documentation.

- 6.2) Licensee be in default in any other respect hereunder and which, after 30 days of written notice of such default, the defaulting party shall not have cured then said default; or
- 6.3) Licensee have a receiver, administrative receiver, bankruptcy administrator or any other remedial step imposed under the governing laws of the country, state or province of the jurisdiction in which Licensee is located, appointed over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or any other form of insolvency.
- 6.4) Licensee may terminate this Agreement, without recourse, should Licensor breach its obligations under this Agreement and which, after thirty (30) days of written notice of such a breach, shall not have cured the said breach.
- 6.5) Upon termination for any cause, Licensee shall immediately return to Licensor all copies of the RentalPoint Software system and the Documentation. Upon the request of Licensor, Licensee shall destroy all such copies of RentalPoint Software system and Documentation and certify in writing that they have been destroyed.
- 6.6) Termination of this Agreement shall not prejudice any of the rights or remedies of either party under this Agreement or at law or in equity, including injunctive relief, nor shall such termination relieve Licensee's obligation to pay all fees that have accrued.
- 6.7) In event of the termination of this Agreement, the obligations under sections 2.5, 7, and 10 shall survive any termination or expiration.

7. Non Disclosure

- 7.1) Licensee acknowledges that the RentalPoint Software system and Documentation and any other related information concerning the system disclosed to Licensee are the confidential and proprietary information of Licensor, hereinafter known as Confidential Information, and thus constitute Licensor's trade secrets. Therefore, Licensee agrees that during and after the term of this Agreement, it shall keep all Confidential Information strictly confidential and shall not use for its own benefit or in any manner outside the scope of this Agreement, nor disclose Confidential Information to any person other than Licensee's employees who have a need to know such information.
- 7.2) Licensee shall ensure that its employees are aware of in writing and comply with the confidentiality and non-disclosure provisions contained in this Section. If Licensee becomes aware of any breach of confidence by any of its employees it shall promptly notify Licensor and give Licensor all reasonable assistance in connection with any proceedings, which Licensor may institute against any such employees. Licensee shall indemnify Licensor against any loss or damage, which Licensor may sustain or incur as a result of any breach of confidence by any of its employees.
- 7.3) If Licensee becomes aware of the possession, use or knowledge of any of the Confidential Information by any person not authorized to possess, use or have knowledge of the Confidential Information, they shall notify Licensor and shall at the request of Licensor provide such reasonable assistance as required to deal with such event.
- 7.4) Licensee agrees not disclose the results of any benchmark tests of the RentalPoint

Software system without Licensor's prior written approval.

7.5) Licensee agrees to hold Licensor's Confidential Information in confidence after termination of this Agreement. Sections 7.1 through to 7.5 shall not include information which:

- i) Is in or becomes part of the public domain through no act or omission of either party;
- ii) Was in the either party's lawful possession prior to the disclosure and had not been obtained by the that party either directly or indirectly from the other party;
- iii) Was independently developed by the other party without reference to the Confidential Information;
- iv) Is obtained from a third party who is lawfully authorized to disclose such information or;
- v) Is authorized for release by prior written consent of the non-disclosing party.

7.6) In any event either party relying on the above noted exclusions in section 10.6 shall prove the existence of any of the above noted circumstances beyond any reasonable doubt, before any confidential information shall be excluded.

8. General

8.1) Taxes: All taxes (if any) pertaining to the use or distribution of the RentalPoint Software system and the Documentation (except those taxes measured by the income of Licensor) are the responsibilities of Licensee. Licensee shall provide Licensor with a sales tax exemption certificate.

8.2) Notice: All notices which are required to be given hereunder shall be in writing and shall be delivered by (i) depositing the notice in the mail, (ii) telex or facsimile transmission, (iii) overnight delivery service, or (iv) hand delivery, and all notices should be addressed to the address as per this Agreement or to any other address as the recipient may designate by notice given in accordance with this Agreement. The notice shall have been deemed to have been served (i) if by mail, four (4) days after notice's deposit in the mail, (ii) if by facsimile, on the date the notice is delivered, (iii) if by overnight delivery service, on the day of delivery, and (iv) if by hand delivery, on the date of hand delivery.

8.3) Entire Agreement: The Agreement constitutes the entire understanding between parties relating to the subject matter of the Agreement and, save as may be expressly referred to or referenced above, supersedes all prior representations, writing, negotiations or understandings, oral or written, except in respect of any fraudulent representations made by either party.

8.4) Modification: Any modification or amendment to this Agreement to be binding must be in writing and signed by duly authorized representative of both parties.

8.5) Governing Law: the Laws of the state of New South Wales in Australia shall govern This Agreement and all matters arising out of or relating to this Agreement. [This Agreement is not subject to, and shall not be interpreted by, the United Nations Convention on Contracts for the International Sale of Goods. The parties to this Agreement

agree to submit to the non-exclusive jurisdiction of the State of New South Wales Australia].

9. Severability

In the event that any one or more of the provisions contained in a court, arbitration panel, government body or other authority or body of competent jurisdiction should rule this Agreement wholly or partly invalid or unenforceable, then:

(i) The validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected;

(ii) The effect of the ruling shall be limited to the jurisdiction of the court or other body making the ruling;

(iii) The provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and

(iv) If the ruling, and/or controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

10. Relationship between the Parties

10.1) Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

11. Headings

11.1) The division of this Agreement into Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect its construction or interpretation.

12. Extended Meanings

12.1) In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, subject to the context in which it appears, an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

13. Waiver

13.1) Any waiver by one party breach of any term or provision by the other party shall not be construed as a waiver of any other provision of the Agreement nor a waiver of future breaches of the same term or provision.