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IBM®

Lease/Rental Contract Details

1017: Server Lease

Revision:	0
Buyer:	LIBERI
Vendor Reference:	
Master Contract:	
Description:	

Effective Date:	1/28/05
End Date:	1/1/07
Renewal Date:	10/1/06
Last Schedule Date:	

Finance Type:	CAPITAL
Term:	24
Lease Rate Factor:	.0417
Total Cost:	19600.00
Currency Code:	USD

Vendor: DATACHIP **400 Raceway Blvd. Burlington, MA 01734**

Phone	Contact	Customer #	Freight Terms	Payment Terms	Ship Via	FOB Point	Insurance?	Expiration Date
		789923		net 30	DHL		N	

Authorized Sites

Site	Description	Vendor	Description	Bill To	Bill To Attn
BEDFORD	Bedford MA Site of EAGLE Inc. North America	DATACHIP	Datachip Computer Corporation	BEDFORDMAIN	

Commodities

Group	Description	Code	Description

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Contract Details

Line	Line Type	Mfr	Model Number	Catalog Code	Item	Description	Quantity	Order Unit	Line Cost	Lease End Value	Delivery Time
1	ITEM	DATACHIP	S430	SR8776	S430	COMP_EQU, COMPUTER, SERVER, 1.50 GHZ, 1.00 GB, 750.00 GB	1	EACH	2800.00	1200.00	2

Associated Assets

Asset	Description	Location	Description	Warranty Start Date	Start Date	End Date	Total Cost	Interim Charge	Lease End Value	RMA Req'd
9000	Network Server	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9001	Server, Email	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9002	Server, Email	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9004	Server, Email	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9010	Server, ERP	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9011	Server, ERP	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0
9012	Server, ERP	COMP310	Main Office 3rd Floor Computer Room	1/28/05	1/28/05	1/27/07	2800.00		1200	0

Payment Schedule

Schedule ID	Description	Start Date	End Date	Periodic Payment	Lease Rate Factor
22	SCHEDULE FOR CONTRACT 1017	1/1/05	12/31/06	817.32	.0417

Invoices

Invoice	Description	Due Date	Total Cost	Status
1029	PAYMENT FOR CONTRACT 1017	2/1/05	817.32	SCHED

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Invoices

Invoice	Description	Due Date	Total Cost	Status
1030	PAYMENT FOR CONTRACT 1017	3/1/05	817.32	SCHED
1031	PAYMENT FOR CONTRACT 1017	4/1/05	817.32	SCHED
1032	PAYMENT FOR CONTRACT 1017	5/1/05	817.32	SCHED
1033	PAYMENT FOR CONTRACT 1017	6/1/05	817.32	SCHED
1034	PAYMENT FOR CONTRACT 1017	7/1/05	817.32	SCHED
1035	PAYMENT FOR CONTRACT 1017	8/1/05	817.32	SCHED
1036	PAYMENT FOR CONTRACT 1017	9/1/05	817.32	SCHED
1037	PAYMENT FOR CONTRACT 1017	10/1/05	817.32	SCHED
1038	PAYMENT FOR CONTRACT 1017	11/1/05	817.32	SCHED
1039	PAYMENT FOR CONTRACT 1017	12/1/05	817.32	SCHED
1040	PAYMENT FOR CONTRACT 1017	1/1/06	817.32	SCHED
1041	PAYMENT FOR CONTRACT 1017	2/1/06	817.32	SCHED
1042	PAYMENT FOR CONTRACT 1017	3/1/06	817.32	SCHED
1043	PAYMENT FOR CONTRACT 1017	4/1/06	817.32	SCHED
1044	PAYMENT FOR CONTRACT 1017	5/1/06	817.32	SCHED
1045	PAYMENT FOR CONTRACT 1017	6/1/06	817.32	SCHED
1046	PAYMENT FOR CONTRACT 1017	7/1/06	817.32	SCHED
1047	PAYMENT FOR CONTRACT 1017	8/1/06	817.32	SCHED
1048	PAYMENT FOR CONTRACT 1017	9/1/06	817.32	SCHED
1049	PAYMENT FOR CONTRACT 1017	10/1/06	817.32	SCHED
1050	PAYMENT FOR CONTRACT 1017	11/1/06	817.32	SCHED
1051	PAYMENT FOR CONTRACT 1017	12/1/06	817.32	SCHED

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Terms and Conditions

Acceptance Loss: Y
Auto Extend Period:
3rd Party Maintenance Allowed: Y
Insurance Required: Y
Buyout in Force: Y
Casualty Buyout: Y
Substitution on Return: Y
Vendor Termination Allowed: Y
Vendor Termination Period:
Customer Termination Allowed: Y
Customer Termination Period:
Warranty Extended to Lessee: Y
Warranty Time Units: DAYS
Vendor Can Audit: Y
Notify on Move: Y
Notify on Casualty: Y

Sequence	Term	Description
10	ACKNGMNTACCEPT	ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER

This Order constitutes an offer from the Buyer that is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of this Order are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referenced in the Order are incorporated herein by reference. These Terms and Conditions control unless they are specifically varied or contradicted by one of the following methods in the listed order of precedence; 1.) Varying terms on the face of this Order, 2.) A current existing Master Purchase Agreement, 3.) Another valid contract between the Buyer and the Vendor to which this Order applies. All other prior oral or written statements varying the Order are specifically rejected and disclaimed.

20	FORCEMAJEURE	DELIVERY/FORCE MAJEURE
30	PRICETAXES	PRICE/TAXES

Prices stated on the Order hereof are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this Order subsequent to placement will be applied to this Order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth are exclusive of applicable sales, use, excise, value-added or similar taxes. The Buyer is exempt from the Massachusetts Sales and Use Tax Law (exemption number E041-679 -980). The Buyer will furnish the Vendor with a tax exemption certificate upon request.

40	WARRANTIES	WARRANTIES
50	CANCELLATIONS	CANCELLATIONS
60	INVOICING	INVOICING/PAYMENTS/SET-OFFS

After each delivery of Material, pursuant to this Order, the Vendor shall send duplicate invoices including item number to the Buyer's Accounts Payable Department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this Order. The Buyer shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the Buyer with respect to this Order or any subsequent Order or any other contractual agreement between the parties hereto unless such set-off violates local law or regulations.

70	INSURANCE	INSURANCE AND STATUTORY OBLIGATIONS

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Terms and Conditions

Acceptance Loss:	Y	**Vendor Termination Allowed:**	Y
Auto Extend Period:		**Vendor Termination Period:**	
3rd Party Maintenance Allowed:	Y	**Customer Termination Allowed:**	Y
Insurance Required:	Y	**Customer Termination Period:**	
Buyout in Force:	Y	**Warranty Extended to Lessee:**	Y
Casualty Buyout:	Y	**Warranty Time Units:**	DAYS
Substitution on Return:	Y	**Vendor Can Audit:**	Y
		Notify on Move:	Y
		Notify on Casualty:	Y

Sequence	Term	Description
If any part of this Order involves the Vendor's performance on the Buyer's premises or at any place where the Buyer conducts operations, or with material or equipment furnished to the Vendor by the Buyer, the Vendor shall take all necessary precautions to prevent injury to persons or property during the progress of such work. The Vendor shall maintain public liability, personal injury, and property damage insurance and employer's liability and compensation insurance, in an amount determined by the Buyer to be appropriate, to protect the Buyer from said risks and from any statutory liabilities whatsoever arising therefrom. The Vendor shall produce evidence of such insurance upon request by the Buyer.		
80	CONTRCTLAW	LAW OF THE CONTRACT
This Order shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.		