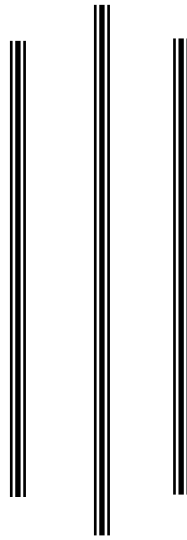




VERSATILE INFORMATION SOLUTIONS PTY. LTD.
SERVICE AGREEMENT



July 2010



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1. Services Agreement

- 1.1 This service agreement is in between the Company and the Client. This Agreement explains both parties' obligations in relation to the Service(s).
- 1.2 "Client" means any company, subsidiary, firm or individual or agent thereof who orders any service offered and supplied by the Company.
- 1.3 "The Company" means Versatile Information Solutions Pty. Ltd
(VIS, ACN 139 096 718, ABN 12 139 096 718)
- 1.4 "Services" means any graphic design, website design, website development, website programming, e-commerce solutions, web applications, search engine optimization, website maintenance and support or any other service offered to and supplied to the Client by the Company.

2. Rights and Obligations

This Agreement explains our obligations to you, and your obligations to us in relation to the Service(s).

2.1. Provision of Services

VIS will provide the Services requested by the Client as described in Schedule 1.4.

Domain Name Registration and Administration

VIS provides domain names for registration. All domain name registrations are offered on a first come, first serve basis. We will initiate the Premium domain name to your VIS account for a period of one year. Any subsequent renewals of the Premium Domain Name will be charged to your VIS account. If the Domain Name is not renewed by the due date, the domain name will be deactivated and as a result any website or email connected to the domain name will no longer work. If this domain name is not renewed, it will eventually be available for anyone to register.



No Guarantee of Registration or Renewal

You acknowledge and agree that VIS does not guarantee to register or renew a desired domain name, even if systems indicate that domain name is available or you are able to complete an order with respect to such name. This is because VIS cannot know whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases. You are solely responsible for making sure that your registration or renewal has been properly processed.

Website Design and Development

VIS service includes website design and development based upon direction and input provided by you. However, content is not the responsibility of the Company. This also includes service for electronic mail (E-mail). VIS does not guarantee for the backup mail server. It is the responsibility for the Client to set up a back up server in case of need by the user.

ALL FEES ARE NON-REFUNDABLE, IN WHOLE OR IN PART, EVEN IF YOUR SERVICE IS SUSPENDED, CANCELLED OR TRANSFERRED PRIOR TO THE END OF CURRENT SERVICE TERM.

Time period

The Company shall perform the Services in a timely manner to the extent that is within its control to do so. If the Company becomes aware of any matter which will change or which has changed the scope or timing of the Services. Then it will give notice to the Client and the notice will contain, as far as practicable in the circumstances, particulars of the change. The Client agrees that the Company is exempt from any penalty payments the Client deems due to them based on unexpected delays in Service and understands the quoted time frames are estimations only.

Once the project is completed that means all works agreed to be produced on the Invoice have been produced. Completed does not mean Content in place, Content is the responsibility of the Client. If the Client fails to provide us with Content by the Project Completions date, image placeholders and dummy copy/text will be used to populate the pages until such time the client provides us with the live Content. The Company deems a project complete once all items listed on the Invoice have been produced. It is important that the Client understands this clause and takes responsibility of the Content they wish to add to their website or artwork the Company agrees to product for them. The Company however agrees to apply Client supplied content to a website or artwork files up to 30 days after the Project completions date. After 30 days a Project rescheduling fee will be in effect \$100 and the time required to upload or apply Client supplied content will be billed accordingly and additionally based on per current staff hourly rate of \$100. Maintenance package plan shall be in an effect with the valid date requirement if purchased by the Client that would be included in the first invoice send by the Company.



Again the Company provides 15 days for the minor changes/ updates/ maintenance in the website. All the necessary fees should be clear out by the Client during this period within 7 days.

Website Hosting

VIS provides the ability to create and publish web sites. Besides that the list of services we provide are:-

Domain Name Registration and Administration
Website Design and Development
Website Hosting
Website Maintenance and Support
Development of CMS Content Management Systems and Admin Panel
Search Engine Optimization and Google rating.

Maintenance and Support

VIS also provides maintenance and support services to the Client during the project design and development phase. After the completion of the project an additional fee will be required for the continuous support and maintenance of the website. Client can secure the website by choosing among different maintenance plan provided by the Company. This includes

Maintenance plan	Cost	Validity	Service time limit
BROONZE	\$200	1 month	3 hrs
SILVER	\$500	3 months	8 hrs
GOLD	\$800	6 months	15 hrs
PLATINIUM	\$1200	12 months	25hrs

Development of CMS- Content Management Systems and Control Panel

VIS provides a facility to develop Content Management Systems (CMS) through Admin Panel. The development of CMS includes additional charges which is useful to change the webpage content and configure it. The user details such as user name and password will be provided to the user accordingly. However, this service does not include the Control Panel details of the web server which may contains confidential information about the Company therefore is not disclosed to the Client. VIS may create separate FTP- File Transfer Protocol to get access to the website. Please note that VIS will not provide Control Panel details of your website in any case.



Search Engine Optimization Services- Google rating

The search engine optimization service is an internet search engine and directory site submission service that simplifies the web site submission process and assists website operators in increasing traffic to their sites through search engine/ directory submission and pre-submission optimization recommendations.

2.2. Additional Services

Any services in addition to the standard services are set out in Schedule.

Our additional services also include:

Software Development

Computer Software and Internet Services

Media Broadcasting and video shooting and

Logo design

2.3. Fees and Payment Terms

The Customer will pay the fees for the services provided for the Services as set out in Schedule 1.3. The Company shall be paid for Services such fee within 7 days from the date of the Invoice. In case of continuing work, the Company will submit an Invoice after the first Stage and thereafter at the end of each Stage of the Project. If any money payable by the Client is not paid when due, it shall bear late payment fee as \$15 for that month. Upfront payment for the amount of 50% is required in order for the Company to commence production on any given project. The remainder 50% of the Invoice outstanding is due for payment once all services outlined on the Invoice have been produced. Final remainder payment of an Invoice will send to the Client which is due within 7 days. If this due is not cleared the service will be suspended and as a result website and email associated to it will no longer work. This payment can be made via EFT or Cheque payment.

3. Applicable Law

This Agreement shall be subject to the laws in Australia.



4. Term of Agreement

This Agreement commences on the date of this Agreement and subject to this Services Agreement, continues from Year to Year.

Either Party may give written notice to the other not less than 7 Business Days before any anniversary of the Commencement Date that this Services Agreement is not to be renewed and this Services Agreement shall accordingly expire on that anniversary of the date of this Agreement.

5. Warranties

5.1. General Warranties

VIS will provide a notification about the web hosting renewal. However, VIS does not provide warranties in case of the negligence for the prior notification. In that case domain name can be collapsed and taken by the third party. Also VIS does not take any responsibility for the email connected to the domain name. In case of the deletion, alteration and removal of the email from the domain name server. Client himself/herself is responsible to it. Hence if required Client need to create backup server.

6. Confidential Information

All information treated as confidential information under this Agreement must not be passed on to a third party without written authorisation of the other party. VIS will not take any responsibility in case of misuse or breaching of information of the user details by any third party.

7. Privacy

In no event shall VIS take responsibility for privacy issues that related to the electronic content such as graphics, pictures, text and so on if unknowingly used or extracted by any third party.

8. Modification of Services

The Company will not be responsible for any changes to Services not carried out by the Company, nor for any impact that this may have on the continuity of the Project. It is the responsibility of the Client to ensure that the Company is advised of any such performed by third parties.



9. Variation of Agreement

This Services Agreement shall only be varied by way of a deed of variation signed by the parties.

10. Entire Agreement

This Services Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings relating to its subject matter. In addition to it, this Service Agreement would only be in an effect either signing of terms and conditions of both the parties or once the first payment is deposited by the Client.

11. Notices

A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the relevant address of the Company, marked to their attention that is set out to this Agreement.

11.1. Deemed receipt of communications

A notice or other communication is deemed to be received if:

- a) sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent; or
- b) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
- c) sent by electronic mail, only in the event that the other party acknowledges receipt by any means;
- d) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means; or
- e) Delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.



12. Termination

The company shall be entitled to treat any contract as terminated if the Client is in breach of any terms or conditions thereof which in the case of a breach capable of remedy is not remedied within fourteen (14) days of the Client receiving written notification from the Company indicating the breach and requiring its remedy. Termination due to a breach of these terms and conditions by the Client pursuant to this clause shall not in any way prejudice such rights as the Company may have to seek payment for Services rendered or any other rights provided for under these Conditions.

12.1. Termination for default

In case of terminating the agreement following default, force, failure to rectify or any other causes marked price for the website design and development, domain name and hosting are strictly non refundable and user will be provided the backup data of the website in any storage medium such as CD/ DVD only if paid extra charge of AUD 200 to VIS. Once all the content of the website is provided to the user then VIS will not take responsibility of domain name and hosting details including the email service provided with the website. During this time all the remaining dues should be clear out within 3 business days before handling the “Auth code Password” to the user.

There would be a default termination if payment is not cleared even after receiving the third last notice (final remainder) to settle the invoice by the Company. This also implies to the one year service for the renewal of Domain Name and Hosting. Failing to pay within our seven (7) days terms will result in a suspended account and the commencement of the seven (7) days grace period provided to the Client to consider any unforeseen communication obstructions. Failing to cooperate with the Company thereafter will result in the suspension of the service(s).

12.2. Termination on notice

This Services Agreement may be terminated during the term of the Agreement by either party upon giving 15 days notice of the termination to the other. However, funds for website design and development domain name and hosting are strictly non refundable.

12.3. Effect of termination

If this Services Agreement expires or is terminated:

- a) The accrued rights of the parties; and
- b) A Contract created under this Services Agreement

Remain unaffected except to the extent that the expressly agree otherwise.



13. Dispute Resolution

Both parties are equally responsible for dispute resolution. Case will be resolved considering the terms and conditions provided in service level agreement Schedule 1.4. Please note that strictly no charges are refundable for website design, domain name and website hosting.

14. Fees

Scope

This Fees Schedule details the fees and fee payment terms for the Services.

Definitions

All the charges should be paid by the Client to the Company within 7 days of the completion of the project.

Currency

We only accept Australian and US dollars.

Terms of payment

Payment could be done by cheque/ draft/ direct deposit to the VIS account.

15. Service Level Agreement

Scope

This Service Level Agreement details the system availability and customer support terms for the Services.

Definitions

VIS will provide all service(s) and support related to the website design and development.

Service Availability

Project issues to cover will vary depending on the Services, but might include:

- Maximum availability
- Measurement
- Scheduled down time arrangements

In case of system failure and server not responding the Company will not guarantee about the prompt services, however try to escalate the problem considering the need of the services.