

INTERNET MEDIA SERVICES AGREEMENT

THIS AGREEMENT made the ___ day of _____, _____.

BETWEEN:

_____ (*insert legal name of customer*), an Australian company
(the "Customer")

OF THE FIRST PART

and

_____ (*insert legal name of developer*), an Australian company
(the "Developer")

OF THE SECOND PART

WHEREAS:

- A. The Developer is in the business of developing computer software and providing internet media services;
- B. The Customer wishes to acquire a world wide web site/home page;
- C. This Agreement sets out the basis upon which the Developer will design and develop the world wide web site/home page for the Customer and host it on its interactive world wide web server.

IN CONSIDERATION of the mutual covenants set forth in this Agreement, the parties hereto agree as follows:

SECTION ONE -INTERPRETATION

1.01 Definitions - In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) "Acceptance Date" means the date on which the Customer signs the acknowledgement referred to in paragraph 2.04(a) hereof.
- (b) "Acceptance Test" means the acceptance tests referred to in paragraph 2.04 hereof.
- (c) "Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular paragraph or other portion hereof and include any Agreement or instrument supplemental or ancillary hereto and the expression "paragraph" followed by a number means and refers to the specified paragraph of this Agreement.
- (d) "Business Day" means each day from Monday to Friday inclusive, except where any of these days occurs on a statutory holiday observed in _____.
- (e) "Deficiencies" refers to failures of the Web Site to function in accordance with the Functional Specifications and the Detailed Specifications.
- (f) "Detailed Specifications" means the detailed technical, design and programming specifications for the Web Site which the Developer will use to achieve the Functional Specifications set forth in Appendix A hereof.
- (g) "Functional Specifications" means the specifications of the functions the Web Site is intended to perform as set forth in Appendix A hereof and any amendments to it.
- (h) "Installation Completion Date" means the date on which installation of the Web Site is complete under paragraph 2.03(b) hereof.

- (i) "Term" means the initial period of two years commencing _____. (*insert date*)
- (j) "Web Server" means the Developer's computer hardware, modems and computer software serving as its world wide web and internet e-mail server.
- (k) "Web Server Hosting Services" means the services described in paragraph 3.01 hereof.
- (l) "Web Site" means the set of computer programs, scripts and data to be custom developed by the Developer under this Agreement in a form capable of being accessed on-line via the Internet through the use of computer programs known as web browsers.

SECTION TWO - WEB SITE DEVELOPMENT

2.01 Deliverables - The Developer agrees to develop the Web Site in accordance with this Agreement and agrees to supply the following to the Customer:

- (a) access to the Web Site via the Web Server;
- (b) the training described in paragraph 2.05 hereof; and
- (c) the support described in paragraph 2.06 hereof.

2.02 Development of the Web Site

- (a) The Developer shall develop the Web Site in accordance with the Functional Specifications.
- (b) The Customer shall provide the Developer within five (5) Business Days of entering into this Agreement:
 - (i) instructions regarding the domain name of the Web Site which the Developer shall submit to the appropriate domain name registering entity or entities for registration. All fees and costs associated with the registration of the domain name and the maintenance of such registration shall be borne by the Customer. The Customer covenants to comply with the rules and regulations of such domain registering entities;
 - (ii) key searchable words for and a brief description of the Web Site which the Developer will submit to such entities providing search services as the Developer deems necessary. All fees and costs associated with the submission of search information shall be borne by the Customer;
 - (iii) the text and graphics for the Web Site, unless specifically set out in the Detailed Specifications to be provided by the Developer.
- (c) The Customer shall respond to requests for information reasonably required by the Developer in connection with the development of the Web Site within five (5) business days of the request therefor.
- (d) The Developer shall, at the request of the Customer, hold meetings with the Customer at a mutually agreed upon location to review the progress being made in the development of the Web Site.

2.03 Installation of the Web Site

- (a) After the Developer has completed the development of the Web Site, the Developer shall install the Web Site on the Web Server.

- (b) Installation of the Web Site shall be deemed to be complete upon the Developer certifying in writing to the Customer that the Developer has determined that the Web Site functions in accordance with the Functional Specifications and the Detailed Specifications when used in conjunction with the Web Server.

2.04 Acceptance Test

- (a) After the Installation Completion Date, the Customer shall be entitled to conduct such acceptance tests as the Customer considers necessary to enable it to verify that the Web Site functions in accordance with the Functional Specifications and the Detailed Specifications. The Web Site shall be considered to have successfully completed the Acceptance Test upon the Customer signing a written acknowledgement to that effect. The Customer agrees to sign this acknowledgement no later than:
 - (i) the twentieth (20th) Business Day after the Installation Completion Date if the Customer does not notify the Developer of any Deficiencies before that date; or
 - (ii) the date that is the later of, the twentieth (20) Business Day after the Installation Completion Date, and the date on which all Deficiencies of which the Developer has received notice have been corrected.
- (b) In giving any notices of Deficiencies, the Customer shall specify with reasonable detail the nature of the Deficiencies and the circumstances in which they occur. The Developer agrees to correct forthwith any Deficiencies of which it receives notice under this paragraph.

2.05 Training - The Developer shall provide to one (1) person designated by the Customer all training necessary to enable that person to properly access and use and to properly instruct others to access and use the Web Site. The training will be conducted at the offices of the Customer during the Customer's regular working hours.

THIS IS AN 8-PAGE DOCUMENT.