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**CAECILIAN ENTERPRISES PTY LIMITED TRADING AS
CAECILIAN WEB SERVICES**

WEBSITE MAINTENANCE AGREEMENT

This Agreement is between:

1. Caecilian Enterprises Pty Limited trading as Caecilian Web Services
of
Unit 3, 131 Menangle Street, Picton, NSW 2571
ABN: 19 077 533 067

and

2.

of

ABN (if applicable):

This agreement is made on the date specified in Schedule A and remains in force until terminated, by way of written or verbal instruction by of

. Each party will give the other party

30 days notice to terminate agreement.

Caecilian Enterprises Pty Limited agrees to provide Web Maintenance Services to

commencing on

and continuing for an initial period of , which may be renewed upon completion of a new agreement. If, during the initial period, changes become necessary or government charges are increased where, by legislation, it is necessary to pass on these additional charges, then this agreement is to be replaced as per the Agreement Specification at the beginning of this document. For major changes, a pro-rata additional charge would be charged and a new agreement signed again at the finish of the twelve month period with the new annual agreed figure operative.

The rate of payment will be per based on the expected workload..

plus Australian Goods and Services Tax (GST), for Australian residents, otherwise no additional charge for non-Australian residents. The services will be invoiced fortnightly (on , or the next business day, where is a public holiday) when an annual payment is not

selected or where elects to pay by fortnightly instalments.

Our terms are 7 days from date of invoice.

Agreement Specification

This maintenance agreement specifies the terms and conditions Caecilian Enterprises Pty Limited applies to sites originally designed by Caecilian Enterprises Pty Limited. Caecilian Enterprises Pty Limited reserves the right to modify this agreement at such times when the nature or volume of the work may change or when, as a result of Government changes, any Government taxes or other charges may need to be imposed. In the case of any Government enforced changes, a minimum of 30 days notice will be given. As a result of the foregoing the initial cost structure mentioned below is reviewable under such circumstances. The customer is obliged, as much in advance as possible, to advise of pending major changes which would exceed the expected workload initially agreed with Caecilian Enterprises Pty Limited. At the time of any review in cost structures, it is agreed that this agreement shall be replaced by a new agreement where the cost structure is updated.

Scope of Work to be Undertaken by Caecilian Enterprises Pty Limited

Caecilian Enterprises Pty Limited will maintain the aspects of the site which do not change on a very frequent basis, which includes all major redesign if required, graphic redesign, including replacement of individual pictures (*all maintenance except as described in the next section below*). This will include the removal of outdated and redundant information, for which the customer agrees to check for outdated/obsolete information which should be properly documented in a document to be printed and signed by a responsible officer which can be sent back as a PDF attachment to an Email or, alternatively, sent back by post. Similarly, requests for updating information should also be properly documented in a document to be printed and signed by a responsible officer which can be sent back as a PDF attachment to an Email or, alternatively, sent back by post.

Scope of Work to be undertaken by

will have responsibility for items which shall change on a very

frequent basis which will include maintenance of the daily news page and the retail prices of products or services sold. These updates are to be made by using a Changed Content template which will ensure that only those sections of the pages can be edited. Security restrictions shall be put into place to ensure that the customer will only have access to the relevant pages where the daily news and the retail prices are published. Additionally, the site styles and templates will be locked for use by Caecilian Enterprises Pty Limited only to ensure that the look and feel of the site is maintained, with the variable information being the only changes that the customer can make.

Updating Permissions for

Access to the FTP server with appropriate directory/folder space will be provided so that the adjusted pages can be uploaded to replace the previous versions of the same pages. This will be done by secure password which will restrict access to those pages only. This will ensure that server permissions are correctly allocated and monitored.

Documentation of Changes by Caecilian Enterprises Pty Limited

Documentation of all major changes will be provided in order to provide a continuous history of the site. This will be in the form of an automated Changes Made Report to be produced at the time of each update. The Changes Made Report will include the author, details of new pages and their titles and locations, changes to pages and their titles and locations.

Documentation of Changes by

The customer is obliged to provide documentation by an automated Changes Made Report to be produced at the time of each update. The updates from both

and Caecilian Enterprises Pty Limited will ensure that the site

history is kept accurate.

Documentation and Help for

Caecilian Enterprises Pty Limited agrees to supply help reference material in the form of .pdf files (read by Adobe Reader, freely downloadable from Adobe Corporation if necessary). Appropriate software for accessing the changes to be made templates will also be provided, again with appropriate Help files.

Privacy Issues

Caecilian Enterprises Pty Limited will respect the full privacy of information received from the customer as a result of work undertaken and no information will be disseminated to any third party for any reason whatsoever.

Copyright

The material updated by the customer will remain the property and copyright of the customer, however all the styles and templates remain the property and copyright of Caecilian Enterprises Pty Limited.

Right to Use Materials Provided for Website Maintenance

The customer guarantees to Caecilian Enterprises Pty Limited that any material provided for web design use shall be on the understanding that the customer has approved consent for the use of such materials and shall hold Caecilian Enterprises Pty Limited harmless in the event of any dispute involving the use of such materials.

Workers Compensation Insurance

Where applicable, Caecilian Enterprises Pty Limited agrees to provide Workers Compensation insurance for all employees of Caecilian Enterprises Pty Limited. Caecilian Enterprises Pty Limited will be responsible for payment of wages, tax and superannuation for the supplied person.

Sub Contractors

In the event of Caecilian Enterprises Pty Limited providing services in conjunction with sub-contractors instead of employees, then the said sub-contractors will be responsible for their own insurances, tax and superannuation by virtue of having supplied Caecilian Enterprises Pty Limited with their own Australian Business Number (ABN).

Applicable Law

This Agreement is governed by the laws of New South Wales. The parties agree to submit any disputes to the jurisdiction of the Courts in New South Wales.

SCHEDULE A

Parties, acknowledgement and execution

Date of Agreement:

Name of Authorised Person for Customer

Signature of Authorised Person for Customer

Sign here

Name of Authorised Person for Caecilian Enterprises Pty Limited

Signature of Authorised Person for Caecilian Enterprises Pty Limited

Sign here