

Schedule A

Standard Terms of Engagement

Client details

Client Name : <Insert the name of the Company/Organisation and the contact name>
 Postal Address : <Insert the postal address of the client>
 Telephone : <Insert the telephone number of the client>
 Email : <Insert the email address of the client>

Description of Service	Fee per hour	Description of Service	Fee per hour
Project Management & Strategy Consulting	\$210 + GST	Website Design & Graphic Design	\$210 + GST
Application Development & Programming	\$210 + GST	Maintenance & Technical Support	\$210 + GST

Fees and Charges

Fee Agreement: Refer to cost estimate and/or project specification document
 Initial Term: 12 months from the date of execution of this agreement
 Initial Amount Required on Account of Anticipated Costs and Disbursements: \$0

Description of Service	Details
Development and Programming Services	<Insert details or refer to attachment> Project 1: Project 2: etc.
Design Services	<Insert details or refer to attachment>
Hosting Services	<Insert details or refer to attachment>
Maintenance Services	<Insert details or refer to attachment>

Description

<Insert the description of work to be carried out and/or a reference to a specification document, indicative cost estimate or other project documentation such as an email or status report>

Standard Terms of Engagement

We agree to provide services to you on the terms set out below and in the enclosed schedules (above in Schedule A and including the specification document, and/or proposal and/or cost estimate where applicable).

1. *Services we will provide:*

We will provide the online software application development, graphic design, internet strategy consultancy, website design, programming, maintenance and project management services which you have requested of us, and such other associated services as you specify and require from time to time, if we are not precluded from doing so as a result of any conflict of interest. The parties agree that the services to be provided are set out and evidenced in writing in Schedule A and/or the associated cost estimate documents as annexed herewith. We will from time to time keep you informed of the progress of your project(s).

2. *Your obligations:*

We rely on you to provide us with complete and accurate information and materials in relation to your project(s) to allow us to provide the services requested under this agreement. You must take all reasonable steps to ensure that we are provided with such information, materials and assistance as is necessary to ensure that we are able to perform the services and comply with our obligations under this agreement. We will not be responsible for any deficiency or alleged deficiency in the services provided to you that is attributable to incorrect or inaccurate information or materials supplied to us by you, or your failure to provide all the information and materials required by us. You must comply with our reasonable instructions notified to you from time to time in relation to any hosting services provided.

3. *Nature of materials and information to be supplied:*

You warrant that all information and materials supplied to us for use in your project(s):

- 3.1 Do not infringe the intellectual property rights of any person;
- 3.2 Are not obscene, offensive, defamatory or in any way unsuitable for viewing by persons under the age of 18 years;
- 3.3 Do not compromise our ability to provide the services requested of us.

You warrant that all hosting equipment and/or third party software provided by you is in good working order and complies with all applicable laws.

4. *Creative discretion:*

You agree to allow us to exercise our judgment and utilise our creative skills as we consider appropriate in order to provide the services necessary to complete the project(s).

5. *Variation of terms:*

The parties may at any time vary the terms of this agreement including variation of the schedule(s) and specification document by agreement in writing.

6. *Billing arrangements:*

We will charge for our services in accordance with our current rates, which are specified in Schedule A. Deadline or a related entity charges for services including but not limited to travel expenses, photocopying, facsimiles, digital proofs, scanning, CD archiving, courier services, STD and ISD telephone calls, domain names and SSL certificates. Our current rates are available on request. We will also charge for other disbursements incurred with third parties. We will render interim accounts on a monthly or a more infrequent basis. We also may call for a payment on account of anticipated costs and disbursements. Our accounts are payable within 14 days. If payment is not made within this time we reserve the right to terminate the agreement and charge interest on any unpaid monies at the rate of 12% per annum calculated daily until paid in full by you. You may not set off or deduct any amounts that you claim are payable to you against any accounts payable by you to us under this agreement.

All of the rates set out in Schedule A are subject to review from time to time, and we may adjust these rates in accordance with any future general adjustments to our firm's charge-out rates. Upon written notification from us to you of any such change it will apply, from the date of notification, to services provided to you under this agreement.

We will not charge you a license fee nor for the use of any tools provided by Google including, but not limited to Google Maps and Google Analytics. We may, however, charge you a consulting fee for the setup and management of these services if you request that we deal with Google to use and/or implement these on your behalf. Further, unless a special arrangement has been made with Google and you notify us of this in writing, you may not charge any fee for access to any Google Maps feature on your website. Please refer to clause 20 for further detail about both yours and Deadline's relationship with Google under these terms.

7. *GST:*

We will render accounts to you which include goods and services tax (GST). We will also render accounts which include disbursements and services charged to us on your behalf which include a GST component. The GST applicable to accounts rendered by us, including full reimbursement of disbursements and services which are billed by us on your behalf which include GST, is payable by you.

8. *Termination of agreement:*

This agreement shall end:

8.1 On the completion of the project(s);

8.2 When either party ends it, which it may do so in either of the following circumstances:

8.2.1 For breach at any time, by giving the party in breach not less than 30 days notice in writing,

8.2.2 For convenience after the expiry of the Initial Term, by giving not less than 30 days written notice to the other party.

On termination of this agreement for any reason, you must pay all amounts outstanding under any accounts to us.

9. *Limitation of liability:*

Our liability under this agreement, or in tort (including but not limited to negligence), under statute or any other basis shall be limited as follows:

9.1 With the exception of any rights you may have under the Trade Practices Act 1974 (Commonwealth) or other legislation in relation to the services we perform under this agreement, all conditions and warranties are expressly excluded from this agreement.

9.2 If you become entitled to any legal remedy for breach of this agreement then (except in the case of damages for breach of a condition or warranty implied by the Trade Practices Act 1974 (Commonwealth), in which case our liability will be limited to the maximum extent permitted by that Act) that remedy will be limited by the right:

(i) To have fees paid pursuant to this agreement repaid; or

(ii) To receive payment of the reasonable cost of having the services undertaken again.

9.3 Neither party will be liable to the other for any, indirect, special, economic or consequential loss or damage arising out of or relating to this agreement including without limitation, third party claims, lost revenue, loss of business profits, business interruption, loss of business information, data, good will, bargain, opportunities or other pecuniary loss, loss of anticipated savings incurred or suffered by the other party, whether caused by breach of a party, negligence of a party or a party's office, employee or agent, or otherwise and whether that party was aware or should have been aware of the possibility of such loss or damage. This clause prevails over any other clause in this agreement.

10. *Delay beyond control:*

We are not liable for any failure to carry out part or all of the services under this agreement or any resulting damage to property, if that failure is due to any cause beyond our reasonable control, including without limitation delays or restrictions caused by a computer virus, unavailability or failure of our hosting hardware, internet connection or any other matter or thing through no fault of our own or the destruction of or damage to any premises from which we are working.

11. *Delay due to customer:*

You have no remedy against us for any loss incurred by you arising out of delay in completion of the services where the delay was the direct or indirect result of your act or omission, or that of your officer, agent or employee, or any breach by you of this agreement. In such circumstances we will:

(i) Be excluded from all liability for all and any consequential delays caused in the delivery of the services or in the performance of any other part of the project(s).

(ii) Be entitled to invoice and be paid by you for any labour, materials or expenses occasioned by that delay or failure so long as the cost, of that labour materials, or expense would not have been incurred but for your act or omission.

12. *Jurisdiction & governing law:*

These terms of engagement and our provision of services to you are governed by the law of South Australia, and each party submits to the non-exclusive jurisdiction of the Courts of the State, and acknowledge that those Courts constitute the most convenient jurisdiction.

13. *Acceptance:*

Upon completion of your services you undertake to notify us in writing within 14 days of any faults arising from services we have provided to you in relation to the services. Failure to do so will be deemed to constitute acceptance that the project(s) was completed in accordance with the annexed specification document and/or cost estimate and without any fault or defect on our part.

14. *Maintenance:*

We agree to provide maintenance services as defined in Schedule A and/or the Service Level Agreement for which we shall charge our normal rates as specified in Schedule A and/or the Service Level Agreement, unless otherwise agreed in writing and specified in the schedules.

15. *Confidentiality:*

Each party to this agreement will not, other than with the prior written authorisation of the other party, disclose the other parties confidential information to any third party. A party will not breach this clause in circumstances where it is legally required to disclose the other party's confidential information. This clause survives the termination of this agreement.

16. *Intellectual property rights and software source code:*

All intellectual property rights in or in connection with your project(s) shall be vested in us with the exception of any software or materials or content provided to us by you or by a third party supplier.

- 16.1 You acknowledge that we will be the sole owners the intellectual property rights in connection with any software source code used in your project(s) and that we will retain all versions and copies of the software source code.
- 16.2 During the term of this agreement, we grant you a perpetual, royalty free and non-exclusive license throughout the world to use (but not modify or resell) our software source code and our intellectual property connected with your project. After the end of the agreement, you acknowledge and agree that your ongoing use of the source code is subject to our express consent, which we may withhold at our absolute discretion, and which, if we grant it, shall be provided upon receipt of your payment of a release fee, which release fee we will determine at our absolute discretion and for which we will invoice you. You will be prohibited from using the source code, and you agree that you will not use the source code, after the end of the agreement unless you have first paid the release fee.
- 16.3 You, your officers, agents, employees or suppliers may not reverse engineer or otherwise deal with the software source code or intellectual property rights in any other manner which would infringe our ownership.

This clause survives the termination of this agreement.

17. *Sub-contractors:*

We reserve the right to sub-contract any of the services we have agreed to provide to you under this agreement. But in doing so we will ensure:

- 17.1 That any sub-contractor engaged by us shall assign to us any rights in the work, item or thing produced by the subcontractor on our behalf or for any other purpose in the course of performing our obligations under this agreement.
- 17.2 That any sub-contractor engaged by us shall perform its duties in a proper and professional manner.

18. *Relationship between the parties:*

Our relationship with you is that of an independent contractor. This agreement does not create any partnership, joint venture or agency relationship between the parties.

19. *Hosting Services:*

- 19.1 We will use reasonable endeavours to ensure that sufficient capacity is maintained on our computer facilities to enable you or Internet users to access your website and associated software and/or data hosted by us via the Internet.
- 19.2 Notwithstanding clause 19.1, we do not warrant that you or Internet users will have continuous access to your website, as there may be circumstances outside of our control that arise from time to time which result in your website not being available via the Internet to you or Internet users. We will not be liable in the event that your website is unavailable on the Internet to you or Internet users due to:
 - (a) Computer down-time attributable to malfunction, upgrades or preventative or remedial maintenance activities;
 - (b) Scheduled maintenance for which you have been given reasonable warning;
 - (c) The failure of any external internet service provider or any internet exchange point, including Google Maps, Google Analytics and any related entities;
 - (d) Your failure to comply with our reasonable instructions;
 - (e) Your act or omission or those of any end user; or
 - (f) Your materials, software, equipment, facilities or applications.

20. *Google, Facebook, Twitter, LinkedIn and any 3rd party software providers:*

Google Maps, Google Analytics and any associated content and software are owned by Google. By using Google Maps and/or Google Analytics in the software solution provided by Deadline to you, whether as a result of your instructions or by nature of the services we offer you that you decide to take up, you are by implication agreeing with Google's Terms of Service and entering into a license agreement with Google. This clause serves as fair notice that Google reserve the right to change and update their Terms of Service and licensing arrangements at their sole discretion, including charging you for their service. We will use our best endeavours to ensure that you are informed of any such changes within a reasonable timeframe as and when such changes occur, however no guarantees whatsoever are provided by Deadline to you regarding the ongoing availability, cost,

usability, suitability or any other aspect of the terms of service of Google and its related products and entities. This clause and all of the intent, terms, conditions and detail outlined in this clause also apply to Facebook, Twitter, LinkedIn and any 3rd party software provider that we use in your project under your instruction.

Please sign this document and a duplicate copy of this document and return it to us to signify your agreement to these terms of engagement. Alternatively, if you continue to instruct us to provide you with our services, or allow us to continue to carry out the project(s) referred to in the schedule(s), you will be taken to have accepted the terms of engagement set out in this agreement.

Companies only: Executed in accordance with the Company's constitution and the Corporations law

Usual Signature

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Date



Director of Authorised Agent

Usual Signature

----/----/----

Date

Common Seal (if applicable)

----/----/----

Date

Director / Secretary