

BETWEEN:

("CUSTOMER")

AND:

ibCom Pty Ltd ATF ibCom Unit Trust (ABN 55 040 494 277) of
Suite 1A Level 2
802 Pacific Hwy
Gordon NSW 2072
("IBCOM")

Recitals

Isolated services* are, as standard, charged on a pay-per-month basis.

An option to contract for a set period of time is available; this commitment results in a reduction of the monthly fee, as per the following table:

6 months	7.5%
12 months	15%
24 months	30%

* See http://mydigitalstructure.com/pricing_isolated for full details.

Now the parties agree as follows:

Scope of the Agreement

The scope of this agreement is for the provision of isolated services for;

- a minimum period of _____ months,
- commencing on the _____.

Standard usage pricing still applies as per <http://mydigitalstructure.com/pricing> and will be charged separate to fee charges based on this agreement.

Fees

Item	Cost (\$AU ex GST)
Once off set up fee	2,750
Monthly service fee	

Cost Adjustments

On change of financial year the cost of ongoing costs will be adjusted based on the following:

1. CPI, as published by the ABS (rounded to nearest ¼ percentage point).

Payment Terms

Fees will be paid to ibCom on a monthly basis.

The CUSTOMER will make payment to IBCOM within 30 days upon issuing of IBCOM invoice sent by email.

Failure by the CUSTOMER to pay within 30 days will result in services being disabled until the account is paid.

Service Levels

IBCOM will provide workarounds and correct errors as set out below at best efforts obligation only, from the time that IBCOM is notified of an error (or receives the technical question).

Severity Level	Impact of Error	Response	Correction (Max)
1	System down 100%	15 min	2 hours
2	A critical part of the service is not available or not working correctly.	30 min	24 hours
3	A material part of the service is not available or not working correctly.	4 hours	48 hours
4	Anything not covered above.	24 hours	5 days

Termination

Either party may terminate this Agreement immediately by notice in writing:

1. upon the other party committing any breach of this Agreement that is incapable of remedy;
2. upon the other party failing to remedy any breach of this Agreement that is capable of remedy within sixty days of written notice of that breach having been given by the first party to that other party; or
3. upon the commencement of liquidation or the insolvency of the other party (except for the purposes of solvent amalgamation or reconstruction) or upon the appointment of a receiver, administrator, controller, liquidator, statutory manager or trustee of its property or upon an assignment for the benefit of its creditors or upon execution being levied against the other party or upon the other party compounding or making any arrangements with its creditors or being unable to pay its debts in the ordinary course of business. In this case a final invoice will be issued based on the remaining period of the contract.

Indemnity

The CUSTOMER hereby indemnifies IBCOM against any loss, costs, expenses, demands or liability whether direct, indirect, consequential, or otherwise and whether arising in contract, tort (including in each case negligence), or equity or otherwise, arising out of a claim by a third party alleging damages or infringement of that third party's Intellectual Property rights.

Confidentiality

The parties recognise and acknowledge the confidential nature of, and the other party's intellectual property rights in, the Confidential Information.

Neither party will use or disclose any Confidential Information other than:

1. With the express prior written consent of the other party;
2. in good faith and in proper furtherance of the objects of this Agreement;
3. to its employees, agents, officers, suppliers and sub-contractors to the extent necessary to enable them to carry out their functions as such;
4. as required by law or any Stock Exchange Listing Rules;
5. to its professional advisers; or
6. information that has entered the public domain otherwise than as a result of the party's breach of this Agreement.

Security

Each party agrees to implement such security arrangements as may be necessary to ensure that the secrecy of the Confidential Information is preserved.

Obligations

ibCom will carry out its obligations with care, skill and diligence and will employ techniques, methods, procedures and materials of a high quality and standard in accordance with best computing practice to ensure its obligations are discharged to the best professional standards.

Assignment/Sub-Contracting

1. **CUSTOMER's Right to Assign:** The CUSTOMER may not assign any or all of its rights under this Agreement without prior written consent of ibCom which shall not be unreasonably withheld or delayed.
2. **Assignment by IBCOM:** IBCOM may not assign any or all of its rights under this Agreement without the prior written consent of the CUSTOMER which shall not be unreasonably withheld or delayed.

Whole Understanding of Agreement

This agreement constitutes the whole understanding between the parties and embodies all terms. In particular but without limitation this agreement merges all prior discussions between the parties and supersedes any earlier instrument, arrangement, contract or grant as between the CUSTOMER and IBCOM.

Executed as an Agreement

The CUSTOMER	
<input type="checkbox"/>	
Director	
Date	

IBCOM	
<input type="checkbox"/>	
Director	
Date	