

## SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on February 26, 2008, between Joshua S Abbott, ("Developer"), with its principal place of business located at 4606 Cedar Springs Road, Building 11, Second Floor, Apartment #1126, Dallas, Texas 75219, U.S

and PC Range Pty Ltd ("Client"), with its principal place of business located at U3-7-9 Sherriffs Rd, Lonsdale, Australia, 5160 and shall be effective as of February 27, 2008 (the "Effective Date").

### RECITALS

WHEREAS, Developer is engaged in the business of computer application development, including technical consulting services, software development and maintenance,

WHEREAS, Client wishes to utilize the services of Developer in connection with the development and implementation of certain software identified as Managed NOC (the "Software").

NOW, THEREFORE, Developer and Client agree as follows:

#### 1. Scope of Services

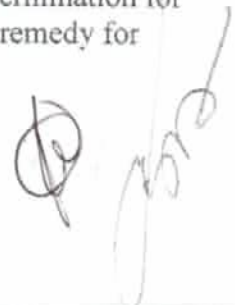
Developer will perform the services described in Exhibit A ("Developer's Work" or the "Work"), in order to develop and implement the Software according to the specifications and completion times set forth therein. Client will cooperate with Developer's reasonable requests for information and data necessary for the completion of the Work.

#### 2. Price and Payment Terms

Client will pay Developer for the Work at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include taxes. If Developer is required to pay any federal, state or local taxes based on the services provided under this Agreement, these will be separately billed to client. Developer will not be liable for any interest or penalties incurred due to late payment or nonpayment of these taxes by Client, but instead Client will be fully responsible for payment of said interest and penalties.

#### 3. Term and Termination

Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Developer for all of Developer's Work performed up to the date of termination. Either party may terminate this Agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedy for breach.

A handwritten signature in black ink, appearing to be 'J. S. Abbott', is located in the bottom right corner of the document.

#### **4. Ownership of Intellectual Property**

To the extent that Developer has received payment of compensation as provided in this Agreement, Developer's Work will be deemed a "commissioned work" and "work made for hire" to the greatest extent permitted by law and Client will be the sole owner of the original Software including all source code and/or any works derived therefrom. To the extent that Developer's Work is not properly characterized as "work made for hire," then Developer hereby irrevocably assigns to Client all right, title and interest in and to Developer's Work (including but not limited to the copyright therein), and any and all ideas and information embodied therein, in perpetuity and throughout the world. Client hereby grants to Developer a non-exclusive license in the Software for the sole purpose of allowing Developer to perform its obligations under this Agreement and for no other purpose.

#### **5. Confidential Information**

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of Developer's Work.

B. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 24 Months after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

#### **6. Warranty and Disclaimer**

Developer warrants the Work will be performed in a workmanlike manner, and in conformity with generally prevailing industry standards. Client must report any material deficiencies in Developer's Work to Developer in writing within ninety (90) days of Client's receipt of the Work. Client's exclusive remedy for the breach of the above warranty will be the re-performance of Developer's Work within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

#### **7. Limitation of Liability, Indemnification**





Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Developer's Work, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Developer harmless against any claims incurred by Developer arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Developer's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Developer.

#### **8. Relation of Parties**

The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

#### **9. Employee Solicitation/Hiring**

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

#### **10. Non-assignment**

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. If Client sells its business to another person or firm, such consent will not be unreasonably withheld. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors and assigns, as permitted herein.

#### **11. Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of South Australia. The arbitration will be held in South Australia. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

#### **12. Attorneys' Fees**



If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

### 13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

### 14. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

### 15. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

### 16. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Developer Joshua Abbott

By: 

Name: Joshua Abbott

Title: Programmer

Client PC Range Pty Ltd

By: 

Name: RAAJ MENON

Title: CEO



## EXHIBIT A: STATEMENT OF WORK

### TABLE OF CONTENTS

#### PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

#### 1.0 Project Background

To develop a Managed Networks Operations Center Software with features such as Billing System, Support Ticketing System, Ordering System, Payment System, Integration with Paypal and 2co, Billing Reminders, Mass Emails, Newsletters, Bandwidth Monitoring System, Customer Reboot Facility, Accounting and other various functions.

#### 2.0 Scope

Project to take approximately 4-5 months to complete.

#### 3.0 Key Tasks and Milestones

##### 0. UML Plotting / Database Schema creation

[14-23 HOURS]

- A. UML Plotting  
OUTLINE 1-2 HOURS
- B. Database Schema Creation  
3-5 HOURS

PROGRAMATIC FLOW

- C. Framework Creation  
0-0 HOURS

ALREADY DONE

- D. Database Information Porting  
(2 EA) 5-6 HOURS

3 SYSTEMS

- E. Graphics Design

INDEPENDENT

CONTRACTOR 5-10 HOURS

##### 1. Billing system



**[51-80 HOURS]**

- A. Billing Summary  
3-4 HOURS
- B. Order Processing  
3-4 HOURS
- C. Manual Order Entry  
3-4 HOURS
- D. Pending Order Review / Denied Order Review  
2-4 HOURS
- E. Credit Card Transactions  
1-2 HOURS
- F. Paypal Transactions  
1-2 HOURS
- G. Pending Manual Payments  
2-3 HOURS
- H. Pending Credit Card Changes  
2-3 HOURS
- I. Promotional Codes  
1-2 HOURS
- J. Delivery Time Edit  
1-2 HOURS
- K. Edit Service Offering Availability  
1-2 HOURS
- L. Daily Sales Report  
1-3 HOURS
- M. Sales On Track Report  
1-3 HOURS
- N. Sales Summary Graph  
1-3 HOURS
- O. Cancellation Summary Graph  
1-3 HOURS

**2. Ordering system**

**[3-7 HOURS]**

- A. Cart  
1-3 HOURS
- B. Admin Integration  
0-0 HOURS
- C. Billing System Integration  
1-2 HOURS
- D. Order Summary  
1-2 HOURS

**3. Integration with Paypal and 2CO**

**[2-4 HOURS]**

- A. PayPal  
1-2 HOURS
- B. 2CO

PREVIOUSLY QUOTED





- 1-2 HOURS
4. **Billing reminders, Paypal subscriptions, Mass emails**  
**[5-7 HOURS]**
- A. Billing Reminders  
1-2 HOURS
- B. PayPal Subscriptions  
2-2 HOURS
- C. Mass Email List  
2-3 HOURS
5. **Newsletter [m]**  
**[1-2 HOURS]**
6. **MRTG and Bandwidth Graphs**  
**[4-8 HOURS]**
- A. Inbound  
1-2 HOURS
- B. Outbound  
1-2 HOURS
- C. Agregate  
1-2 HOURS
- D. Private  
0-0 HOURS NOT IMPLEMENTED
- E. Switch Information  
1-2 HOURS
7. **Customer reboot facility**  
**[1-5 HOURS]**
- A. Access Control  
CURRENTLY 1-2 HOURS IMPLEMENTING
- B. Reboot ALs  
0-1 HOURS
- C. Server Correlation Data  
0-2 HOURS PEND. FOR INFO.
8. **Support Tickets**  
**[100-150 HOURS]**
9. **Portal Administration**  
**[40-72 HOURS]**
- A. Add Client  
1-2 HOURS
- B. Add Employee  
1-2 HOURS
- C. Employee Portal Access  
0-1 HOURS
- D. Client Portal Access  
0-1 HOURS
- E. Employee Internal Details  
0-1 HOURS
- F. Superuser Admin

- 3-4 HOURS
- G. Secret Key Management
  - 1-1 HOURS
- H. Permission Management
  - 5-6 HOURS
- I. Portal Emergency Notification
  - 3-4 HOURS
- J. Change Log Management
  - 1-2 HOURS
- K. Portal Network Status
  - 5-10 HOURS
- L. Group Index Page Mangement
  - 5-10 HOURS
- M. View Logs
  - 2-3 HOURS
- N. DB Admin (ticket group, emp titles, etc..)
  - 5-10 HOURS
- O. Signup Form Administration
  - 3-5 HOURS
- P. Service Resource Administration
  - 5-10 HOURS

#### 10. Network

**[4-6 HOURS]**

- A. IP Search
  - 2-3 HOURS
- B. Reboot Power Strips Administration
  - 0-0 HOURS
- C. Switch Administration
  - 2-3 HOURS

SIMPLE LINK. NO

#### 11. Accounting

**[4-8 HOURS]**

- A. View All Invoices
  - 1-2 HOURS
- B. View Pending Invoices
  - 1-2 HOURS
- C. View Monthly Invoices
  - 1-2 HOURS
- D. Change Cancellation Reason
  - 1-2 HOURS

#### 4.0 Project Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.





## **5.0 Time and Cost Estimates**

The product will take approximately 4 to 5 months to finish at a cost of US\$4505. Developer may give to Client earlier milestone builds and earlier finish dates.

### **Milestones**

- 1 Signing of Contract – Feb 26, 2008
- 2 System design and specification preparations, Pre-Alpha – March 26, 2008
- 3 Software Alpha – April 15, 2008
- 4 Software Beta - May 30, 2008
- 5 Retail Package – June 26, 2008

Total 100%

## **6.0 Price and Payment**

Developer is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The fixed price for this Statement of Work is: US\$4505

### **6.1 Invoices**

Services will be invoiced according to the following payment schedule:

| Milestone or Date                              | Amount Due |
|--|------------|
| 1 Down payment upon signing of Agreement       | \$601.00   |
| 2 System design and specification preparations | \$601.00   |
| 3 Software Alpha                               | \$601.00   |
| 4 Software Beta                                | \$1101.00  |
| 5 Retail Package                               | \$1601.00  |

### **6.2 Payment**

Initial Payment due upon signature of this agreement. Payment thereafter is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Developer reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

## **7.0 After sales Support**

Developer will provide reasonable support for product when Client has any questions relating to the product or issues with the product.

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