

## Agreement

The **Client: Owner of the Domain** for the web site where this Agreement has been accepted.

This agreement is between the **Client** and **My Expression Pty Ltd**.

The two parties agree to the following:

1. **My Expression Pty Ltd** will create a web site for **Client** as outlined in **Appendix A**, for which there will be no charge. This will also include email provisions.
2. The cost for Hosting and purchase of Domain name will be the responsibility of **Client** as described in **Appendix B**.
3. Any additional costs that are incurred for services outside the control of **My Expression Pty Ltd** for which payment will be required by **Client** are outlined in **Appendix C**.
4. **My Expression Pty Ltd** must provide **Client** with at least three months' notice prior to the end of the current twelve month hosting cycle, in writing, to cancel this agreement, except when:
  - 4.1. Any outstanding amounts owed to **My Expression Pty Ltd** by **Client** exceed 30 days overdue. **My Expression Pty Ltd** retains the right to cancel this agreement and must provide written notice of the cancelation to **Client**.
5. **Client** must provide **My Expression Pty Ltd** with at least one month notice, in writing, to cancel this agreement.
6. **My Expression Pty Ltd** will supply timely support to maintain the functionality of the web site whilst this agreement is in force. **My Expression Pty Ltd** will not provide support for the following:
  - 6.1. Maintaining or placing the day-to-day content/data for **Client** on the site, unless otherwise stipulated in **Appendix D**.
7. **My Expression Pty Ltd** does not provide any warranty implied or otherwise against the loss of data nor for the cost of replacing any loss to **Client** or any third-parties that may have also been affected by the loss of their data displayed on the web site.
8. **Client** retains the copyright to all data displayed on the web site.
9. **My Expression Pty Ltd** retains the copyright to all of the structural and programming code used in the implementation of the **Client** web site, except where third-party software is used in the functionality of the site, will be retained by that third-party.

**Gary Fitzgerald**  
**My Expression Pty Ltd**

## Appendix A

### Outline of provisions

<b>Database type</b>	MySQL
<b>Platform</b>	Linux
<b>Language</b>	HTML, pHp and Javascript
<b>Images</b>	As directed.
<b>Email</b>	<p>Web access.                  Setting up access via MS Outlook or similar email application if required.</p> <p>Whilst there is generally no limit on the number of email accounts a <b>Client</b> can have, this may be limited if the number becomes excessive.</p> <p>Email forwarding can be provided for if required.</p>
<b>Functionality Options</b>	Standard functionality provided by the MyExpression CMS2 platform
<b>Backups</b>	<p>The <b>Hosting Service</b> will provide daily backups of physical content (files/documents/images etc). A fee may be charged (by Hosting Service) for Restoring any content from the Backup.</p> <p><b>My Expression P/L</b> will provide daily backups of all data stored in the site's database. Restoring the database, if the event arises, will be done free of charge.</p>

### Milestones

<b>Setup Host, Domain and Email</b>	As directed
<b>1<sup>st</sup> Draft design</b>	As directed
<b>2<sup>nd</sup> Draft design</b>	As directed
<b>Available for data input</b>	As directed

## Appendix B

### Hosting and Domain name costs

<b>Hosting</b>	<p>\$66.00 AU (inc GST) per 12 month period or part thereof from the date of this agreement. To be billed by <b>My Expression Pty Ltd</b>.</p> <p>Hosting services provided by TPPWholesale, leading Australian Hosting and Domain provider.</p> <p><i><b>Note:</b> Cost of Hosting is subject to the Hosting Providers conditions and pricing schedule, and therefore we are unable to guarantee against future price increases.</i></p>
<b>Domain</b>	<p>\$38.00 AU (inc GST) per 2 years (or as set by Domain Wholesaler) Domain name purchased, paid and maintained and to be billed by <b>My Expression Pty Ltd</b>.</p> <p>If the <b>Client</b> has their own Registered Domain Name, they will be responsible for the management and payment of such.</p> <p>If the <b>Client</b> has their own Registered Domain Name, they can transfer it to <b>My Expression Pty Ltd's</b> Domain Service at no cost and will retain the current expiry date.</p> <p><i><b>Note:</b> Cost of Domain Registration is subject to the Registrars conditions and pricing schedule, and therefore we are unable to guarantee against future price increases.</i></p>

## Appendix C

Additional costs to be incurred by **Client**

<b>Additional Database capacity (above that provided by Hosting arrangement).</b>	Not required
<b>Additional Data bandwidth (above that provided by Hosting arrangement).</b>	Not required
<b>Additional Email capacity (above that provided by Hosting arrangement).</b>	Not required
<b>SSL (Secure Socket Layer) provision \$160 per year (inc GST), supplied by GeoTrust through the Hosting Provider.</b>	Not required

## Appendix D

Additional services provided by **My Expression P/L**

<b>Updating of Site Content for 12 month periods as of the commencement of this Agreement at an additional Cost of \$132.00 (inc GST) per year.</b>	Not required
<b>Content updating will be carried out as described opposite.</b>	Once per fortnight on a predetermined day.
<b>Method of supplying Content by Client.</b>	Via email.
<b>Amendments that require outside sourcing (Client to be notified in advance).</b>	Approved cost will be borne by <b>Client</b> .