

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

Database type	MySQL
Platform	Linux
Language	HTML, pHp and Javascript
Images	As directed.
Email	<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 Client can have, this may be limited if the number becomes excessive.</p> <p>Email forwarding can be provided for if required.</p>
Functionality Options	Standard functionality provided by the MyExpression CMS2 platform
Backups	<p>The Hosting Service 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>My Expression P/L 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

Setup Host, Domain and Email	As directed
1st Draft design	As directed
2nd Draft design	As directed
Available for data input	As directed

Appendix B

Hosting and Domain name costs

Hosting	<p>\$66.00 AU (inc GST) per 12 month period or part thereof from the date of this agreement. To be billed by My Expression Pty Ltd.</p> <p>Hosting services provided by TPPWholesale, leading Australian Hosting and Domain provider.</p> <p><i>Note: 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>
Domain	<p>\$35.00 AU (inc GST) per 2 years (or as set by Domain Wholesaler) Domain name purchased, paid and maintained and to be billed by My Expression Pty Ltd.</p> <p>If the Client has their own Registered Domain Name, they will be responsible for the management and payment of such.</p> <p>If the Client has their own Registered Domain Name, they can transfer it to My Expression Pty Ltd's Domain Service at no cost and will retain the current expiry date.</p> <p><i>Note: 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**

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

Appendix D

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

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.	Not required
Content updating will be carried out as described opposite.	Once per fortnight on a predetermined day.
Method of supplying Content by Client.	Via email.
Amendments that require outside sourcing (Client to be notified in advance).	Approved cost will be borne by Client .