



Website Hosting & Support Agreement

SALSA HOSTING/SERVICE TERMS & CONDITIONS

a) The Customer wishes to use the Hosted Service as described by the Salsa Internet Service Levels & Pricing information.

b) Salsa Internet has offered to provide the Hosted Service to the Customer in accordance with the terms and conditions outlined in this Agreement.

Your use of the Salsa Internet hosting services indicates your agreement to be bound by these terms of service. Any reference in this agreement to you, your, yours is a reference to the Customer. Any reference to we, us, our or ours is a reference to Salsa Internet.

1. User Conduct

You agree to abide by all applicable local, state, national and international laws and regulations regarding your use of our service including but not limited to the prevention of hosting of offensive, racist or discriminatory material on your web site.

2. Terms of Payment

Salsa Internet agrees to provide the Hosted Service, and You agree to pay Salsa Internet the Price for the services received from Salsa Internet in accordance with Salsa Internet's standard payment terms which are payment 1 month in advance commencing on the date your site was activated. Payment may be via credit card or direct debit. In the event of non-payment by the due date, Salsa Internet may terminate this agreement and return your content to you on CDROM. Salsa Internet reserves the right to vary its standard prices at any time and will provide 30 days notice of any price alteration. All payments are to be made in Australian currency. Salsa Internet will pass on the cost of bank processing fees associated for any dishonoured cheque payments.

3. Backup of Web Site Content

Full back-ups are made bi-weekly on Tuesday and Friday evenings. Back-ups are made for server restoration purposes only. You are also responsible for keeping a copy of your most current web site files as backup on your own computer system. If any loss of data occurs Salsa Internet will use reasonable efforts to recover the data from the most recent backup archive for a one hundred and fifty five (\$155.00) dollar fee.

4. Uptime Guarantee

Salsa Internet guarantees the service will be available 99.9% of the time in any month for a "99.9% Uptime Guarantee" to any of our Customers in good financial standing. We will credit back 50% of the monthly charge where we breach this standard. Customers must request such credit within seven (7) days after Network Unavailability. This uptime guarantee does not relate to speed of page delivery, or page loading which may be affected by the customer's internet connection speed or other factors.

5. Termination

Salsa Internet may terminate this agreement at any time by providing the Customer with 30 days notice. In this case, Salsa Internet will return to the customer all Customer Files on CDROM. You may terminate this Agreement at any time by providing 30 days notice to Salsa Internet.

6. Governing Law

Victorian law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws.

7. Credit Card Storage

If you choose to store credit card information on your website, you do so at your own risk. Salsa Internet provides a simple method of breaking up credit card information between email and database storage, to minimise the security risk. As the administrator for your website, you are responsible for deleting the customer's order after processing, to ensure the details are removed. Salsa Internet can provide secure credit card processing at extra costs, if so required.

8. Creation of Web Application Customisations

Any modifications of the SugarCRM, phpNuke, Mambo, Joomla, osCommerce, phpSurveyor or any other open source product made by Salsa on behalf of your business are performed under contract in the name of your business. The intellectual property of these modifications shall be owned by your business but created under the terms of the GNU public license ("GPL"). This entitles the customer to exclusive use of these software modifications for any business purpose including hosting and publication of their website on the internet without the requirement to release these modifications to any 3rd party.

9. Restrictions on Redistribution

Should your business however, decide to redistribute these modifications to a 3rd party in any way, other than hosting on the internet as part of your business website, then this may be deemed to be a "Distribution" event under the terms of the GPL license. This may require your business to disclose a copy of these modifications to the person to whom they were sent in source code form.

10. Inclusion of Website Footer text

Salsa Internet may include up to 4 footer links on any page of any client website hosted with Salsa. We will ensure these footer links are styled in a non-intrusive font & style in order to avoid these links becoming prominent in the client's website design. These links help ensure the strength of Salsa Internet's online marketing programme which will be used to help increase the prominence of your website on the internet, and drive increased sales & leads for your business. Options to remove these footer links are available at additional cost, contact Salsa for more information.

SUPPORT

1. Each Package has the following levels of support available:

Site Unavailable: Unlimited

General Phone & Email Support: 1 hour (minimum – refer to: **Support Time Allocation**)

Site Unavailable

Other than in the event of scheduled maintenance which will be notified to customers in advance, when the site is down, clients can call directly and unlimited support is offered until resolution and site access is restored. If access can't be restored immediately, then an ETA or at least an explanation must be provided within 30 minutes of the client contacting us.

General Email Support

Please refer to www.salsainternet.com.au/support and click Log a Support Request to log your request.

24 hour response time is assured. In most cases, your support request will actually be responded to within an hour, but Salsa will endeavour to ensure the maximum response time will never be more than 24 hours if the support request is submitted at www.salsainternet.com.au/support.

Email support is offered to clients for basic educational inquiries or site problems. Any effort expended beyond this 1 hour of support is billable at the rate of \$155/hr. This will be added to your monthly hosting/support bill.

General Phone Support

For general support calls which do not relate to a site outage, the lesser of 4 phone based support calls or 60 minutes of support will be offered to the customer. If a site unavailable call is received and it is subsequently determined that this site is available via the public internet but not available at the customer site due to local IT issues, then this call will retrospectively be deemed to be one of the phone based support calls. For general support calls, a response time of 2 hours is assured, with an ETA on resolution provided at this time. Any prepaid support may be utilized to cover additional services if and when required.

Extra support calls (outside those covered by the monthly agreement) are charged in 15 minute blocks or part thereof. Support services can be pre-purchased at a discount price.

2. Support Time Allocation

If support time allocations are exceeded in any given month, the extra time is charged to the client at \$155/hour. At the end of each month, the client will be invoiced, and this extra charge will be added to the monthly hosting & support fee.

1 hour is allocated for each website hosted with Salsa Internet, unless otherwise specified.

Any unused support can be 100% exchanged for site maintenance/updates.

Support time does not accrue, and cannot be used ahead of time.

3. Product Enhancements

Product major enhancements or custom development of the products are performed on a fixed price basis. All enhancements will be estimated and quoted prior to work commencing in order to gain customer agreement to the scope of works. For small items, ad hoc works can be provided on a time and materials basis for \$155/hr.

4. Service Hours

Salsa Internet service hours are between the hours of 8.30am – 5.30pm EST, Monday – Friday, excluding public holidays.

5. End of Month Deadlines

In order to ensure work can be completed on time, it is recommended any non critical support tickets are submitted **no later than 7 calendar days before the end of a month.**

WARRANTY

Salsa offer a 30 day warranty over all customisations or new software code developed as part of your website project (which is not part of the core Joomla, osCommerce or other frameworks used to build your website). If during the first 30 days after these customisations are sent live to the internet on your public website, any of the customisations fail to operate in accordance with any specifications or description of the customisations provided to you by Salsa, then we will fix these at no charge. We therefore recommend thorough testing of these customised components during this first 30 day period after your website goes live.

Any fixes provided as a result of issues identified during this 30 days will then themselves, have a further 30 day warranty over the specific fix provided (but not the whole set of customisations in question).

After this time, any fixes to this functionality will be done as Support either as part of any Support offered as part of a hosting package you have taken up with Salsa (our standard support & hosting agreement covers 1 hour of such fixes each month), or billed at our standard support rates of \$155/hr if your monthly support allocation has already been consumed. Salsa will contact you prior to commencing any billable / chargeable support on your website.

Note: the core open source frameworks of Joomla or CRELoaded, etc are not covered by this warranty, and beyond our site outage support terms, and other standard terms and conditions of Salsa's support & hosting agreement, we do not warrant Joomla, osCommerce, CRE Loaded, Code Ignitor or any other open source components, contributions or extensions that your website may be utilising. For the avoidance of doubt, Salsa are providing you with a support & customisation service for these products, and not selling them as packaged products covered by things such as Trade Practices or warranties of merchantability or fitness for purpose. Salsa do not own these open source frameworks, and accordingly do not have the rights or obligations that selling these as products entail.

Note: interpretation of failure to meet specifications will be on the basis of the narrowest interpretation of functional descriptions in any Salsa proposal or documentation provided to you. If you are anxious therefore about ensuring that your customisations cover the required areas of functionality, we recommend you review carefully any proposal documentation - and seek clarification from Salsa prior to the project commencing to ensure a clear understanding is shared between your

and our team. For large projects (above \$30,000 in size), a specification document will typically be provided outlining such customisations in detail.

Warranty periods do not apply to sites that have not been originally developed by Salsa.

PAYMENTS

Monthly Payments

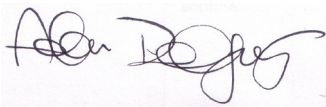
Monthly fees are charged in advance, on the 1st of each month. Your first charge will be on go-live date, or when your hosting account is made available.

Annual Payments

Annual fees are charged in advance, annually, and will be billed on the 1st of the same month, each year. Your first charge will be invoiced to you.

Your payment option: Monthly Annual

Amount, inc GST: \$99.00

Signed:  (Adam DeGiorgio, Managing Director)

By signing this form, you agree to the Salsa Internet Hosting & Support Agreement as provided in this document, and can be seen on our website at:

<http://www.salsainternet.com.au/website-hosting-support-agreement.html>

Signed for and on behalf of:

Business: _____

Name: _____

Signed: _____

Date: ____ / ____ / 20__