

Symbiosis Creative
450 North Brand Boulevard
Suite 600
Glendale
CA 91203

office: 818.291.6476
direct: 323.385.6066
fax: 323.843.9427

www.symbiosiscreative.com
info@symbiosiscreative.com

Symbiosis Premium Hosting (Managed by RackSpace)

- Monthly Outbound Data Transfer: Unlimited
- Monthly Inbound Data Transfer: Unlimited
- Disk Space: 1000 MB
- 1 MS SQL Database
- Managed Back-Up Agent for MS SQL Server
- All Required Components for Symbiosis E-Commerce System
- Server Configurations- Dual Core Opteron 270/ 2 GB RAM/ Windows 2003
- Shared Thawte SSL 123 Certificate
- RackSpace Zero-Down Network
- Full Initial Back-Up with Incremental Daily Back-Up
- Web-Based G-Mail Set-Up (Enjoy Reliability of Google G-Mail Service)

SYMBIOSIS | CREATIVE



Set-Up/ Transfer Fee: **\$350.00**

Annual Service Plan: **\$900.00/ Year** (\$75/ month)

Symbiosis Premium Hosting is an exclusive service for Symbiosis clients only. To achieve optimal performance for your E-Commerce system, Symbiosis hosts maximum of 15 clients per server (versus industry standard of 50+ clients per server). Such set-up reserves optimal bandwidth and process speed for every client on our servers. Symbiosis Premium Hosting is backed by RackSpace Zero-Down Network. Symbiosis Premium Hosting is supported by RackSpace Managed Hosting in San Antonio, Texas.

Symbiosis Premium Hosting is backed by RackSpace Managed Hosting in San Antonio, Texas. Client will hold Symbiosis Creative harmless for any service interruptions, communication failure, human errors, unauthorized access, bandwidth congestion or loss of data caused by RackSpace Managed Hosting. *Please read term and condition of services before approved this service agreement.*

For economic hosting solution, clients are encouraged to use www.webhost4life.com for \$9.95/ month.

Primary Contact

First Name: _____ Last Name: _____

Title: _____ E-Mail: _____

Telephone: _____ Referred By: _____

Address: _____

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Technical Contact

First Name: _____ Last Name: _____

Title: _____ E-Mail: _____

Telephone: _____ Fax: _____

Billing Contact



First Name: _____ Last Name: _____

Telephone: _____ Card Type: _____

Card Number: _____ CVC: _____

Expiration Date: _____ Name on Card: _____

Billing Address: _____

I have read and understand terms & conditions of service.

I hereby authorize Symbiosis Creative to charge its fees for Services to the foregoing credit card, and I warrant and represent to Symbiosis Creative that I have the power and authority to grant the authorization contained herein.

Client Authorized Signatory:

Signature: _____ Date: _____

Symbiosis Authorized Signatory:

Signature: _____ Date: _____

PLEASE FAX APPROVED AGREEMENT TO 323.843.9427. We will engage server setup upon your approval. If you have any question regarding this agreement, please contact us at 818.291.6476 or eric@symbiosiscreative.com

Terms & Conditions of Service

Symbiosis Creative reserves the right to revise our policies at any time. Additionally, Symbiosis Creative reserves the right to discontinue service for any account that we determine is being inappropriately or unlawfully used, and reserves the right to refuse service at our discretion.

If an account is used unlawfully or is in violation of the user policy, Symbiosis Creative reserves the right to terminate the account without notice and without refunds. Files that violate the user policy are subject to deletion without notice. Clients violating the user policy will be held responsible for damages to Symbiosis Creative, including but not limited to, Symbiosis Creative's systems, servers, connectivity, reputation, business, service, network, operations, or equipment. Determining what constitutes a policy violation is the sole discretion of Symbiosis Creative, and includes, but is not limited to, the following:



Agreement Term - The term of this agreement is for 12 months from the date signed. This agreement will automatically renew every 12 months for another 12 month term. The monthly fee will not increase or decrease for a period of 24 months from the date signed.

Cancellation - 30% of annual service fee will be paid to Symbiosis Creative for early termination of this agreement and prorated by days. This agreement can only be terminated in writing. For termination at each 6 month interval, termination must be done in writing 30 days prior to the end of the agreement.

Anti-Spam Policy - Symbiosis Creative strictly prohibits members from sending unsolicited mass emails or Spam, whether via email, Usenet or any other form. Any member using spamming techniques for soliciting referrals will be immediately terminated. In addition, their mailing address will be ineligible for opening a new membership account.

System Abuse - Includes, but is not limited to, excessive use of CPU resources or disk space, installing IRC bots, excessive use of resources leading to the decrease of the system's performance or other CGI scripts that use a disproportionate amount of system resources. Symbiosis Creative will determine what constitutes system abuse.

USE OF SYMBIOSIS CREATIVE HOSTING SERVICE IS AT THE CLIENT'S SOLE RISK. SYMBIOSIS CREATIVE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. Neither Symbiosis Creative, its employees, affiliates, third party services, merchant licensors or the like, warrant that Symbiosis Creative hosting service will not be interrupted or error free. Symbiosis Creative will make every good faith effort to ensure that its servers are available to as many Internet users as possible and that there is minimal interruption of service as possible.

Under no circumstance will Symbiosis Creative, its partners, its employees, or its affiliates be liable for any claims, any action either direct, indirect, special, incidental, or consequential, or any damages either punitive or alleged to have resulted, including loss of profits, from the use of or inability to use Symbiosis Creative service, from service interruptions, from human errors, from customer errors or problems with their Internet connectivity, from the client's equipment or available technology, from unauthorized access to Symbiosis Creative servers, from communication failure, from bandwidth congestion or interruptions, loss of data, from any type of configuration error, or from acts of God.

This Agreement is governed by the laws of the state of California.
This Agreement is not effective until accepted by Symbiosis Creative.