MEDIA DEVELOPMENT LOAN FUND

Campware Support Service Terms and Conditions (the "Support Terms")

1. DEFINITIONS.

For purposes of the Support Terms, capitalized terms shall have the meaning set forth herein.

"Product" means the Campsite content management system and the add-on components released by Campware for which Supplier offers Guaranteed Support.

"Supplier" means Media Development Loan Fund, Inc., a New York-registered 501(c)(3) public charity providing support to independent news media in emerging democracies. Media Development Loan Fund, Inc. is the developer of the Product, and the provider of Guaranteed Support services.

"Customer" means the organization or individual purchasing Guaranteed Support services, as set forth in Exhibit A.

"**Guaranteed Support**" means Incident Support and Subscription Support as specified under these Support Terms. Proceeds from Guaranteed Support shall be used for maintenance of Campware initiative programs.

"Party" means Supplier or Customer.

"**GPL**" means GNU General Public License.

"Agreement" means these Support Terms and GPL.

2. PREAMBLE.

Campware is an initiative of Supplier and it is dedicated to develop, distribute, support and implement useful tools for independent news media in emerging democracies.

The Product is released as open source under GPL. A copy of the GPL can be obtained either by web (http://www.gnu.org/copyleft/gpl.html) or by writing to Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA. This license permits anyone to study, change, and improve the software, and to distribute the unmodified or modified software.

The Product is licensed free of charge, and is offered with NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. PRIORITY SUPPORT SERVICES. FEES.

Customer shall remit full payment in a single installment to Supplier in advance of the services at a rate corresponding to the type of Guaranteed Support chosen. The payment can be made online via Media Development Loan Fund Digital Kiosk[1] service or by bank transfer to MDLF's bank account:

Bank: Citibank NA
Account No.: 4077-4297
Swift code: ABA 021-00008

Guaranteed Support services shall include repair of source, object or executable code versions of the Product, training on use and functionality, logging into clients' servers to debug code or install packages, or to change system configuration.

Incident Support – per instance support at $80 (eighty US dollars) per hour. Advance payment based on estimated time needed for solution is required. Supplier shall provide Incident Support Customers with a special e-mail address. Supplier shall make reasonable efforts to provide a response to Incident Support Customers within 24 hours of the time the request for assistance has been submitted to Supplier.

Subscription Support – subscription at $350 per month includes five hours of support and reduced rate of $70 (seventy US dollars) per hour for the hours exceeding the five hour limit ("Monthly Subscription"). Any service hours that remain unused by Customer under Monthly Subscription shall not give rise to a refund. Customers can purchase Subscription Support for any period from one to twelve months. Customers purchasing Subscription Support for periods exceeding one month shall be given the following discounted rates:

- **3 months:** five hours of support per month at the rate of USD $60 (sixty) per hour, for a total of $900 ("Quarterly Subscription");
- **6 months:** five hours of support per month at the rate of USD $50 (fifty) per hour, for a total of $1,500 ("Bi-annual Subscription");
- **12 months:** five hours of support per month at the rate of USD $45 (forty-five) per hour, for a total of $2,700 ("Annual Subscription").

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1   http://digitalkiosk.mdlf.org/campware

Any extra service hours Customer may require in a subscription period shall be charged at $70 (seventy) per hour. Supplier shall invoice for those extra service hours on a monthly basis.

In the event of a cancellation of either Quarterly Subscription, Bi-annual Subscription or Annual Subscription, Customer shall get a refund for unused hours of support provided that Customer's rate shall be increased to match the closest preceding discount price point. (For example, if Customer purchases Annual Subscription and chooses to cancel it after one or two months, Customer shall be charged for the utilized support hours at the Monthly Subscription rate, and shall be issued refund accordingly. If Customer purchases Bi-annual Subscription, and chooses to cancel it after five months, Customer shall be charged for utilized support hours at the Quarterly Subscription rate.)

Subscription Support is limited to a single installation of the product. Multiple installations on the same server or on multiple servers require additional subscription.

Supplier shall provide Subscription Support Customers with a special e-mail address. Supplier guarantees that it shall make reasonable efforts to provide a response to Subscription Support Customers within 24 hours of the time the request for assistance has been submitted to Supplier.

Customer shall reasonably co-operate with Supplier in Supplier's provision of Guaranteed Support, including, but not limited to, providing access to Customer's server, and any analysis, testing or upgrade activities.

If Supplier is unable to resolve Customer's problem, which is due to a defect of the Product, Supplier shall refund Customer the fee Customer paid to Supplier.

Supplier reserves the right to utilize and release solutions created in response to support requests under the terms of the GPL in future releases of its software. Copyright of any such solution shall remain property of MDLF.

4. LIABILITIES, WARRANTIES AND INDEMNITIES

A Party is not liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, acts or omissions of telecommunications operators, and/or any other cause beyond the reasonable control of the Party whose performance is affected. The affected Party shall promptly notify the other of any circumstance covered by this paragraph.

Supplier warrants that it shall provide Guaranteed Support in accordance with the terms of the Agreement. However, all other warranties and conditions (whether implied by

statute, common law or otherwise, including, but not limited to implied warranty of merchantability and fitness for purpose) are excluded to the extent permitted by law.

Supplier shall have no liability to Subscriber in contract, tort (including but not limited to negligence) or otherwise arising out of or in connection with the Agreement for direct or indirect loss of profits, revenue, business, contracts or anticipated savings, nor for any indirect or consequential loss or damage, nor for any loss of data.

5. DATA PROTECTION

The Parties acknowledge that Supplier may have access to Subscriber's data. Supplier shall not disseminate Subscriber's data and shall take all reasonable steps to maintain and safeguard the confidentiality of Subscriber's data, and to ensure that its employees and contractors maintain the confidentiality of Subscriber's data and use it solely as necessary for providing Guaranteed Support services.

6. SUPPLIER'S STATUS

Nothing in the Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Supplier and Subscriber.

7. SEVERABILITY

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been executed without such provision.

8. ENTIRE AGREEMENT

The Agreement constitutes the entire understanding of the Parties with respect to the subject matter contained therein.

9. GOVERNING LAW

The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflicts of law principals.

EXHIBIT A

CUSTOMER INFORMATION

    a. Name: _____

    b. Address: _____

         _____

    c. Phone Number: _____

    d. E-mail address: _____

    e. Number of subscription months purchased: _____

    f. Starting date (YYYY-MM-DD): _____

    g. Server DNS name and/or IP address: _____

         _____

    h. Directory where the product is installed: _____

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