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PICTURESQUE SERVICE AGREEMENT

THIS AGREEMENT is made and entered between Picturesque, and its subsidiaries located at 1546 Province Lake Rd, Effingham, New Hampshire, hereinafter referred to as ("Picturesque") and you, the Customer, who wishes to use the Services of Picturesque in accordance with Picturesque's policies, order forms and standard application(s) which are located on the World Wide Web at <http://www.picturesqueweb.com> and its various subdirectories.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **SERVICE DESCRIPTION:** As a web site developer Internet services provider, and technology consultant, Picturesque provides web site design, content management system installation/development, search engine optimization/submission/ranking reports, e-commerce development, and consultations hereafter referred to as the ("Service"). Customer wishes to establish an Internet web presence using Picturesque's Services. (Note that Picturesque does not provide web hosting, but will work with your selected web host or recommend a hosting service. Hosting issues including email support should be addressed to that company.)

2. **CONDITIONS:** The application and this Agreement constitute a legal and binding contract between Picturesque and the Customer and does not extend to any other person or entity. Customer may resell to third parties (subject to the provisions of separate Reseller Agreement) or act as an agent for a third party but is responsible for third party activities and content, and is bound by the terms under this Agreement. The duration or Initial Term of this Agreement is as stated in your quote. Additional services requested beyond what is quoted shall be billed hourly plus expenses and shall be paid for by Customer. Picturesque will bill Customer and Customer shall pay for excess services and expenses requested by Customer. Cancellations after this agreement is received will still hold the Customer responsible for costs incurred by Picturesque. Deposits are non-refundable. All cancellations shall be in writing and delivered via postal mail to Picturesque with telephonic confirmation.

3. **WARRANTIES:** With respect to the Services to be provided herein, the Customer acknowledges that Picturesque makes absolutely no warranties whatsoever, express or implied. As a result, the Customer agrees that

Picturesque shall not be liable to the Customer for any claims, damages or loss of profit which may be suffered by the Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Services provided herein, including, but not limited to, losses or damages resulting from the loss of data as the result of delays, non-deliveries, or Service interruptions.

4. **INFORMATION:** The utilization of any data or information received by the Customer from the utilization of the Service to be provided by Picturesque is at the Customer's sole and absolute risk. Picturesque specifically disclaims and denies any responsibility for the completeness, accuracy or quality of information obtained through the Services to be provided hereby.

5. **DOMAIN NAME:** If Picturesque or its subsidiaries acquires or registers an Internet Domain Name on behalf of the Customer, then in such case the Customer hereby waives any and all claims which it may have against Picturesque, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this Service by Picturesque for any reason. When domain name orders are placed, Picturesque will typically request that the domain be registered to the Customer using the Customer information provided.

6. **PAYMENT:** A minimum one-third down payment and any software licensing fees are due prior to any work being completed by Picturesque. (Search marking reports must be paid in full prior to work beginning.) This agreement form must also be signed and submitted to Picturesque along with a signed copy of the work order or quote. Subsequent payments are due according to the selected fee schedule in the work order or quote. Monthly and quarterly services will be billed a minimum of one (1) month in advance. In the event that the Customer fails to pay for such Services in advance, Picturesque shall be entitled to unilaterally terminate this Agreement and discontinue the Service until payment is made. All set-up, deposits, and software license fees are non-refundable, in whole or in part, even if Customer's account is suspended, canceled or transferred. Customer remains obligated to pay all amounts agreed to in the quote for services rendered, and if Picturesque has purchased equipment or licenses on behalf of Customer, Customer shall assume responsibility for payments for such equipment or licenses, until paid in full. Any termination by Picturesque or Customer shall not relieve Customer of any obligations to pay fees accrued prior to such termination. In the event of failure to pay by Customer and/or a charge back by a credit card company (or similar action by another payment provider allowed by Picturesque) in connection with the payments of the Services, licenses for a Customer's account, Customer agrees and acknowledges that the services provided may be discontinued, programs disabled or their web site files created by Picturesque removed from the server. Picturesque will reinstate Customer's web site, files and/or services solely at Picturesque's discretion, and subject to Picturesque's receipt of payment in full by Customer.

7. BREACH AND REVOCATION: In the event that Picturesque may at any time believe that the Service is being utilized for unlawful purposes by the Customer or in contravention with the terms and provisions herewith, Picturesque may unilaterally and immediately discontinue such Service to the Customer without liability. This will include failure to pay, illegal content, adult content (unless agreed to in workorder/quote) and/or unsolicited email.

7.1 SECURITY INTEREST IN CUSTOMER'S DATA AND DOMAIN NAME REGISTRATION RIGHTS: Customer agrees that Picturesque and/or its subsidiaries shall have a security interest in and the right in its sole discretion to suspend, cancel, transfer or modify Customer's web site in the event that Customer fails to pay the total amount when due or otherwise breaches this Agreement (including the Dispute, AUP, or Billing Policies) and does not cure such breach within five (5) days of notice by Picturesque.

7.2 DEFAULT; ACCELERATION; AND, WAIVER OF NOTICE: Should Customer fail to pay Customer's bill by the due date or should the Customer otherwise breach this Agreement (including the Dispute, Billing, or AUP Policies), Picturesque may declare the Customer in default and require the Customer to pay the entire debt immediately and without prior notice. Further, in the event of default, Picturesque may act as Company's Attorney-in-Fact to execute in actions or proceedings in connection with this Agreement, including, but not limited to, selling or otherwise disclosing Customer data and/or the domain name registration.

8. INDEMNIFICATION: The Customer shall indemnify and hold harmless Picturesque from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs and expenses that may be initiated against Picturesque and Picturesque's officers, directors, and employees for any Service provided to Customer by Picturesque to include web space content that violates any copyright, proprietary right of any person, state and federal regulations, or contains any matter that is libelous or scandalous.

9. CHANGES IN TERMS OF AGREEMENT: For monthly or other subscription services, Picturesque reserves the right to make changes to the terms and conditions of this Agreement at any time, and to the on-line application to include service pricing, advising of the change and the effective date thereof by publishing it to the appropriate Picturesque web site, but with changes in service fees being effective only at the end of any period for which the Customer has prepaid. Utilization of the Service by the Customer following the effective date of such change shall constitute acceptance by the Customer of such change(s). Customer is solely responsible for staying informed with respect to changes in this Agreement, the application, Acceptable Use Policy and Billing Policy, all of which are published on-line and readily available for public viewing.

10. ENTIRE AGREEMENT AND UNDERSTANDING: This instrument, the application for Services, Picturesque's work order/quote and Picturesque's BP (Billing Policy), are incorporated by reference and constitute the entire agreement

between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

11. RELATIONSHIP: The parties hereto are independent entities and nothing contained in this Agreement shall be construed to constitute Customer an agent, employee, partner, independent contractor, joint venturer, or any other similar entity.

12. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Hampshire in the United States of America without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes or other matters arising out of the Services provided herein and under this Agreement will only lie in Carroll County, New Hampshire. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement and Services provided herein, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees.

13. ARBITRATION: In the event a dispute or controversy arises out of or relating to this Agreement, such dispute or controversy (including contentions that a party is in default in performance of its obligations hereunder, but excluding questions as to the validity and binding effect of this Agreement, which shall be conclusively presumed) shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction.

14. SEVERABILITY: In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

15. CONFIDENTIALITY AND PROPRIETARY INFORMATION: Customer acknowledges and agrees that any information not generally known by or disclosed to the public to include but not limited to computer programs, trade secrets, customer lists, financial data, employee expertise, operating procedures, methodology, source code, algorithms and inventions are the property of Picturesque and may not be utilized, interfered with or released without the express written permission of Picturesque. Customer agrees that Picturesque is the owner of certain copyrights and trademarks in which Customer agrees not to interfere.

16. INTERPRETATION: The format, words and phrases used herein shall have the meaning generally understood in the Telecommunications/Software/Internet Industries. This Agreement shall be construed in accordance with its fair meaning and not against the drafting party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting their ability to enter into this Agreement for the person or entity herein named as a party hereto.

Customer

Date

Signed Name (printed): _____

Customer Business Name: _____

Customer Address: _____