



# Service and Continued Use Agreement

2012

Last Revised by: Chris Purser  
1/29/2012

## LeadCrafters Service and Continued Use Agreement.

The Terms and Conditions below hereinafter referred to as the "Agreement" shall control and govern the use of CandSNet, Inc. dba 'ScreenCrafters', 'LeadCrafters', and dully licensed affiliates (hereinafter collectively referred to as "vendor") advertising internet technology and all parties (hereinafter referred to as "company") using the technology. All the terms of this agreement govern the use and/or installation of "vendor's" code (Intellectual Property hereinafter referred to as IP.

### 1. Consideration:

- a. Vendor agrees to hold the current, non-discounted price for services at that current level for 36 months from the date of this agreement. Any eligibility for discounts to current price must remain in effect for the duration of this time, or the price applying to this agreement will revert to the current standard price on the date of this agreement.
- b. Vendor agrees to provide all improvements and/or enhancements that are being offered at no additional charge to new Companies, at no additional cost for 36 months from the date of this agreement.
- c. Vendor agrees that this agreement shall run month-to-month with Company having no obligation to renew.

### 2. Terms and Conditions:

- a. This agreement shall commence when company installs or has a third party install "vendor's" ad delivery code/IP or begins using vendor's technology (whichever is later) and shall run month to month until this agreement is canceled in writing by either party.
- b. Company agrees that the continued use of and payment for vendor's technology constitutes a full approval and acceptance of this agreement.
- c. Vendor and Company may have additional agreements in place. This agreement governs collectively and separately the use of Vendor's IP technology as defined in section 4.

**3. Company Obligation:**

- a. Company agrees not to provide any content deemed illegal by local, state or federal authorities using vendor technology.
- b. Company agrees not to provide any adult pornography.
- c. Company agrees not to provide gambling content without a written, signed and countersigned agreement.
- d. Company agrees not to provide content that is racial, threatening, or offensive in any way. The definition of offensive is as defined by local, state or federal standards.
- e. Company agrees not to acquire or attempt to acquire or use said IP technology from any other licensed affiliate or unlicensed third party for 36 months after written cancellation of this agreement or Company's last payment is made to Vendor, whichever is last, unless there is a written agreement between Vendor and Company to do so.

**4. Intellectual Property:**

- a. Company acknowledges and agrees that Vendor owns certain patents, patents pending, trade secrets and trademarks collectively referred to as IP as stated above and that Vendor licenses their IP under different terms and conditions.

**5. Assignment:**

- a. This agreement may not be assigned

**6. Force Majeure:**

- a. Neither party shall be liable for failure or postponement of service of its obligations hereunder for any reason beyond the control of said party, including but not limited to Internet outage, Internet provider outage, failure of codes, programming or technology to work or work properly, riots, insurrection, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

**7. Limitation of Liability:**

- a. In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising hereunder or from the provision of services by Vendor.
- b. Vendor will not be subject to any liability whatsoever for any failure to provide access to all or any

part of the Vendor or Company website due to systems failures or other technological failures of Vendor or Company or of the Internet.

c. Vendor will not be subject to any liability whatsoever for any delays in delivery and/or non-delivery of content/ads, including, without limitation, difficulties with a third-party server, electronic malfunction or Internet malfunctions or any errors and omissions of any kind.

d. In the event a dispute should arise out of this agreement the governing law shall be Alabama in the county of Baldwin or if applicable by law, decided by Vendor at the time of the dispute.

e. Neither Company or Vendor shall be liable for more that the current month's receipts, subscription rate of regularly scheduled invoice rate for that month for any reason arising out of Vendor's IP Technology.

**AUTHORIZATION**

By entering your name below you acknowledge that you are the person signing this agreement electronically, that you are authorized by your company to do so.

\_\_\_\_\_ (Company)

**LEADCRAFTERS** (Vendor)

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_