

# GLOBAL INTELLISYSTEMS, LLC ANNUAL SERVICE AGREEMENT

## **Parties**

This agreement is by and between Global IntelliSystems, LLC, a Delaware Limited Liability Company at 1153 Bergen Parkway, Suite 455, Evergreen, CO 80439 - (800) 707-7074 FAX (970) 432-7120 and "COMPANY" (Please **PRINT** your company information below )

COMPANY NAME \*: \_\_\_\_\_ "COMPANY"

STREET ADDRESS \*: \_\_\_\_\_

CITY/STATE/ZIP \*: \_\_\_\_\_

STATE OF FORMATION: \_\_\_\_\_ YEAR FORMED: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ FEDERAL TAX ID \*: \_\_\_\_\_

\* = Required Field

## **Effective Date**

The effective start date of this service agreement is \_\_\_\_\_. This agreement is for a 12 month term and will renew automatically on the anniversary date of this agreement. This agreement may be cancelled anytime with a 90 day written notice (see cancellation policy below.) Cancellation notices should be sent to SUPPORT@GLIQ.COM

## **Services Provided**

COMPANY will have access to our online e-messaging and e-surveying system, and all of our campaign reporting tools via Internet. COMPANY and any of its users may upload content, upload mailing lists, perform mailings, take online surveys, track HTML opens and click-thru's, view bounce reports, campaign reports, and set-up automatic response mailboxes. All of these services are operated through a web browser.

## **Cost of Service**

The cost to use the Global IntelliSystems service is as follows (all inclusive):

<u>Messages Sent Per Month</u>	<u>Cost Per Message</u>
0 – 999,999	\$0.00325
1,000,000 – 4,999,999	\$0.00285
5,000,000 – 9,999,999	\$0.00225
10,000,000 – 24,999,999	\$0.00185
25,000,000+	Call for Special Rates
Reseller (any volume)	\$0.00200
Monthly minimum invoice	\$69.00

### **Multiple Accounts – No Extra Charge**

We will gladly open up to 500 extra accounts at no extra monthly charge except for the total messages sent per month from those accounts. There is no minimum monthly fee for additional accounts. If no messages are sent from the extra account(s) then there will be no charge for those extra accounts.

### **Discounts Available**

You receive a 5% discount on the total value of an invoice if payment is received by Global IntelliSystems by the 10<sup>th</sup> of the billing month, for up to a \$5,000 value invoice. 2% for amounts over \$5,000. Payments received after the 10<sup>th</sup> of the billing month will not receive a discount. AutoPay discounts are available at the same rate if we keep your credit card # on file (in a safe, not online.) Autopay is billed on the 2<sup>nd</sup> of each month.

### **Method of Payment**

Payments may be made by credit card or by PayPal. Checks over \$10,000 are accepted. We also accept EFT/Wire payments with discounts for early pay.

### **Set-up Fee (please read this CAREFULLY)**

There is a one-time set-up fee of \$ 495.00 to establish your account on our network. You will receive a \$495 credit applied to your account after six (6) months of "continual use" of your account. "Continual Use" is defined as conducting mailings from your account every month for six months from the start date of your account. Accounts closed by us or you prior to six months will not receive the credit. This set-up fee must be paid at the time you submit this signed agreement for processing. You may use a GLIQ coupon as a credit towards the sign-up fee (please ask us for a coupon, if you use a coupon the \$495 credit after 6 months does not apply.)

- Discounted set-up fees, if offered, are not refundable.
- Rushed account openings have non-refundable set-up fees.

Payment may be made by Visa/MasterCard or PayPal. Please prepay at this URL:  
<https://www.globalintellisystems.com/aboutus/newaccountpay.php>

### **Payment for Services**

Invoices are generated and sent electronically as a PDF attachment on or about the 1<sup>st</sup> of each month for the prior month's usage. Payment is due no later than the last calendar day of the billing month. Accounts unpaid after 45 days of the invoice date will be locked and accounts unpaid after 60 days from the invoice date will be deleted with no recovery of files. All unpaid balances past 60 days will be charged 12% interest.

### **Right to Cancel**

You may cancel this agreement at any time by sending us notice within 90 days of the date you wish to close the account. This is a 12 month agreement. You will be billed for the minimum rate of \$69/month for the remaining months of the term of the agreement, after the account is closed. A final invoice will be generated after the account is closed and is due on Net-30 terms.

## **Technical Support Services**

Global IntelliSystems will provide COMPANY with unlimited e-mail technical support when support questions are initiated via <http://www.gliq.com/support.html>

Telephone support is available for mailers sending over 1,000,000 messages per month.

Telephone training sessions are provided at no cost. Re-training, up to 3 sessions, are also offered at no cost.

## **Custom Support/Development**

Every account comes with 2 hours of free programming services per month. Those hours can be used for new reports or features that help COMPANY get more usability from the service. If a programming task should take more than 2 hours for a given month the rate is \$100/hour. We will consult with COMPANY prior to any programming task to estimate the time it will take to complete. Unused hours are not carried over to subsequent months. HTML design, image creation, or other non-programming/scripting services are available at \$100/hour.

## **Limitation of Liability**

Global IntelliSystems is not warranting or insuring that any of its services will be free from errors, omissions, interruptions, delays, losses, or defects, whether human or mechanical. Global makes no warranties, expressed or implied, as to its services, including but not limited to any warranties of merchantability or suitability or fitness for broadcast, marketing, sales, or use. Our liability hereunder shall be limited to the fees paid or which should have been paid by COMPANY for the month in which a problem arose.

## **Intellectual Property**

The software used to operate the Global IntelliSystems service is owned wholly by Global IntelliSystems LLC and use of any part or portion of our service by COMPANY does not grant COMPANY an interest in the ownership of the software or company. The data uploaded by COMPANY is property solely of COMPANY and Global IntelliSystems does not attach any interest or lien in data belonging to COMPANY and shall not consider it part of the Global IntelliSystems service. Any software or scripts that Global IntelliSystems designs for COMPANY remains wholly owned by Global IntelliSystems.

## **List Ownership and List Privacy**

At no time will Global IntelliSystems sell, rent, give away, transfer, or directly allow any other firm to have access to data owned by COMPANY while it resides on the Global IntelliSystems LLC service. Global IntelliSystems will provide a high level of security to help ensure COMPANY data remains private for as long as COMPANY has an active account on this service. Global IntelliSystems will delete COMPANY data at request by COMPANY or its staff, owners, operators, or managers. Global IntelliSystems makes no representations of ownership to any data belonging to COMPANY. Please note our skip/bailout policy below.

## **Notice to Skips, and Bail-outs:**

From time to time we experience clients that sign-up, launch a large mailing, and then vanish leaving the invoices unpaid. Accounts that remain unpaid for 90 days, or more,

past due will become property of Global IntelliSystems and all lists and data will become property of Global IntelliSystems with no payment due to COMPANY.

### **Severable Provisions**

The provisions of this Agreement are severable and the invalidity of any one or more provision shall not affect the validity of any other provision. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement is unenforceable in whole or in part, all other remaining sections will remain in force.

### **Assignment and Transfer**

This agreement shall not be terminated by the merger or consolidation of Global with any corporate or other entity or by the transfer of all or substantially all of the assets of Global to any other entity.

### **Limited Time Personal Guarantee for Payment**

The person signing this agreement, whether electronically or physically, agree to be personally responsible and guarantee payment for the first three (3) monthly invoices on this account. Should any of the first three (3) invoices remain unpaid, the signer of this document agrees to accept personal responsibility and liability for payment of those invoices, in full. After the 3rd monthly invoice this personal guarantee shall automatically terminate for all future invoices. Responsibility for payment on future invoices shall then be solely with COMPANY.

### **Governing Law, Waiver of Jury Trial, and Updates to This Document**

This Agreement shall be construed under and enforced in accordance with the laws of the State of Delaware, without giving effect to conflict of laws principles. Both Global IntelliSystems and COMPANY agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to its breach, shall be resolved by a judge alone, and both parties hereby waive and forever renounce the right to jury trial.

### **IMPORTANT – PLEASE READ. Spam or Unsolicited Junk e-Mail Clause**

COMPANY, it's owners, operators, managers, employees, staff, assistants, or otherwise understand, and accept full responsibility that any and all mail sent from any account managed by COMPANY, through the Global IntelliSystems service, must be in full compliance with the Federal Can Spam Act. Please consult the Federal Trade Commission's website for details. In addition to the CAN-SPAM ACT, you agree that sending any UNSOLICITED e-mail to persons, companies, or even automated machines is PROHIBITED and shall not be conducted through this service, ever. All unsubscribe or remove requests submitted to you, whether they are submitted to Global IntelliSystems first, then relayed to COMPANY, or if they are sent directly to COMPANY and then relayed to Global IntelliSystems, or in any other manner, shall be processed fully within 7 business days. Accounts in violation of the CAN-SPAM act or in violation of this clause will be immediately closed with no refunds. *Please be sure you understand the federal CAN SPAM ACT. It has sharp teeth for violators which includes possible lengthy prison time for violators. Prison time. Prison time. Prison time. It's very serious business.*

### **Penalties for Failure to Comply With These Terms**

Legal action may be brought against us for delivering any message from your account. If this occurs due to any act conducted through an account managed by COMPANY, not just for spamming, COMPANY agrees to be liable to Global IntelliSystems for all costs involved in the legal defense to defend Global IntelliSystems and/or staff from any legal action brought against it. Please note that damages to our goodwill due to spamming or illegal conduct are often difficult to measure. A judge or qualified 3<sup>rd</sup> party firm specializing in goodwill damage estimates will be the only body to determine the fees due to Global IntelliSystems. A single spam could fatally injure Global IntelliSystems so we have to be serious about this issue.

### **Liability for Illegal, Negligent, or Fraudulent Acts**

Should a court of law or federal agency of the United States charge Global IntelliSystems, its officers or employees for illegal, negligent, or fraudulent acts due to mailings or activities directly related to an account managed by COMPANY, then COMPANY agrees to be financially responsible to us for the legal fees incurred by Global IntelliSystems for our defense of those illegal, negligent, or fraudulent acts.

### **\$1,000 Vendor Hopping Fee**

From time to time we have clients that fall for the tricks of a cheaper competitor rate or a competitor that offers "more for less." There is a fee of \$1,000 to return to the Global IntelliSystems service after trying out a competitor. Why? Because most of the time the competitor is blacklisted which means many mailers who use their service also become blacklisted. It takes considerable time to clear problems caused by other vendors.

**AGREEMENT TO THE ABOVE TERMS AND CONDITIONS**

I hereby affix my signature as an authorized representative of "COMPANY" on this agreement stating full and unconditional agreement to all of the terms herein.

\_\_\_\_\_  
Authorized Signature for Client

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name of Above Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Title

**IMPORTANT:**

Drivers License # of Authorized Signer: \_\_\_\_\_

State of Drivers License: \_\_\_\_\_

**SPECIAL PRICING ADDENDUM IF ANY:**

\_\_\_\_\_