

# GLOBAL INTELLISYSTEMS, LLC ANNUAL SERVICE AGREEMENT

## **Parties**

This agreement is by and between Global IntelliSystems, LLC, a Delaware Limited Liability Company at 2900 N Government Way, #315, Coeur d'Alene ID 83815 - (970) 315-3637 and:

Your name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Room or Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

By signing below, you will be binding the above company to this agreement and you further represent you have signature authority to execute this agreement. The term "you" also extends to the company name you are signing for.

## **Effective Date**

The start date of this service agreement will begin on the day this agreement is signed and returned (the "signature date") to Global IntelliSystems (via email or fax.) A countersigned copy will be forwarded to you upon our receipt of the signed agreement.

## **Term of This Agreement**

This is a twelve (12) month agreement and this agreement will renew automatically every year thereafter unless you cancel this agreement. You may close your account at any time during the term of this agreement by following our cancellation policy below.

## **Services Provided**

For email marketing service clients: You will have full access to our online email marketing, e-surveying, autoresponder, delivery assistance, SMS/Text message delivery, and data collection system.

For DAS/Delivery Assistance Service clients: You will have full access to our delivery assistance service (DAS) and, if requested, you will have access to our full suite of email marketing services, priced separately.

## **Cost of Service**

Depending on which service you choose, the cost to use the Global IntelliSystems service is set on a per-message or flat-rate basis. Your assigned salesperson will give you the lowest available rate based on the information you provide. We will notify you of a better rate via email if we adjust our pricing downward over time.

Service(s) You Are Requesting: (check all that apply)

Complete Email Marketing (includes ALL of the services below), or...

SMTP Relay

Surveying

Auto-Response/Series

SMS/Text Message Delivery

Delivery Assistance Service (DAS)

Rate \$: \_\_\_\_\_ Per-message or Flat-Rate (circle one)

Monthly Minimum Invoice: \_\_\_\_\_ (for email marketing clients)

Comments/Notes:

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

For email marketing service clients, you may request to have additional accounts opened at no extra charge aside from the per-message rate (above.) We will gladly open up to 100 extra accounts at no extra monthly charge. There is no minimum monthly fee for additional accounts.

### **Discounts Available**

For email marketing service clients: There is a 5% discount on the total value of any invoice if payment is received by credit card on the same business day the invoice is generated (Net 0). A 3% discount by credit card between day 2 and day 10 (Net 10), and a 2% discount by check or credit card from day 11 to day 20 (Net 20). Accounts on AutoPay will receive a 5% discount. No refunds on missed discounts past 30 days.

### **Methods of Payment**

Payments are primarily made by credit card using our "autopay" service (same day billing/payment) to receive a 5% discount. However you may pay by credit card, PayPal, ACH, or Wire. Please complete the credit card authorization form using the following link:

<https://www.gliq.com/card-authorization.php>

We do accept company checks – please speak with your salesperson for details.

### **Account Set-up Fee**

There is a no set-up fee to open an account on the Global IntelliSystems network. However, if there are special services requested outside the scope of the standard Global IntelliSystems service, there may be a one-time fee charged. This fee, if any, will be given to you by your sales representative.

### **Training and Re-Training**

We will provide you with up to ten (10) training sessions at no charge, as close to the dates/time you request. Re-training is also offered at no charge.

### **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. We encourage clients to sign-up for our "Auto Pay" service which charges their credit card automatically on same day the invoice is generated. This will save clients 5%

### **Right to Cancel**

This is a 12 month agreement. You may close the account at any time and discontinue using the service by sending us a written notice either by email or US Mail. Upon receipt of the request we will close the account and will securely delete all accompanying data. Any remaining months of this 12 month agreement will be billed on a final invoice at a rate of \$69.00/month for the unused months. Payment for the remaining months are due within 30 days of the cancellation request.

### **Technical Support Services**

Global IntelliSystems will provide you with unlimited e-mail technical support when support questions are initiated via <http://www.gliq.com/support.html> Telephone technical support is available for high volume senders on our network.

### **Custom Support/Development**

Every account comes with up to six (6) hours free custom programming services per month. Those hours can be used for creation of new reports or features that help you get more usability from the service. If a programming task should take more than 6 hours for a given month the programming rate is \$100/hour. We will consult with you 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 is not offering to you or your company any warranty, guarantee, or insurance that any of its services will be free from errors, omissions, interruptions, delays, losses, or defects, whether human or mechanical. Global IntelliSystems LLC 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. You fully agree that our liability shall be limited to the fees paid or which should

have been paid by you for the month in which a problem arose and solely and exclusively for the given problem. In order to make a claim against Global you agree that said claim must be made in the month the problem took place. You agree that claims not submitted during the month of any problem shall be null and void.

### **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 you or your company does not grant you or your company an interest in the ownership of the software or services of Global IntelliSystems. The data you upload is solely your property and Global IntelliSystems does not attach any interest or lien in data belonging to you and shall not consider it part of the Global IntelliSystems service. Any software or scripts that Global IntelliSystems designs for you remains wholly owned by Global IntelliSystems.

### **Non-Disclosure, List Ownership, Account Privacy, and List Privacy**

Global IntelliSystems shall not disclose, sell, rent, give away, transfer, or directly allow any other firm to have access to your data while it resides on the Global IntelliSystems service. Global IntelliSystems makes absolutely no claim of ownership to any part of your data at any time other than under the Skip/Bailout clause below. Global IntelliSystems will provide the highest level of security to help ensure that your data remains private for as long as you have an active account on this service. Global IntelliSystems will delete your data anytime upon your request (via email or fax.)

### **Always Install and Run Anti-Virus/Anti-Malware Software**

You agree that you are solely responsible for keeping current all anti-virus and anti-malware software running on your desktop, laptop, or any system you use to access the Global IntelliSystems service. If you pick-up a virus from somewhere on the 'net or via an email message, that is your responsibility to repair. You accept any and all liabilities pertaining to password loss when the password was lost due to your not adhering to current-day best practices when creating passwords or securing passwords on internal systems you own. If someone correctly guesses your password, or steals it due to a malware/virus on your computer, you and you alone are responsible for data loss or theft of data from your account. Always keep your anti-virus/malware software up-to-date on every computer you own

### **Notice About Skips and Never-Pay Conditions:**

From time to time we experience clients that sign-up, launch a large mailing, and then vanish leaving the invoices unpaid. It is understood and agreed that accounts and all data within the accounts that remain unpaid after 90 days past due will become property of Global IntelliSystems and all lists and data will become property of Global IntelliSystems with no payment due to you or your 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.

### **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. You 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 and not mediation.

### **Spamming or Sending Unsolicited e-Mail is PROHIBITED**

You, your 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 you or your company, through the Global IntelliSystems service, must be now and forever remain 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 you will not send any UNSOLICITED e-mail, text or SMS messages to persons, companies, mobile phones, or even automated machines. Further, all unsubscribe or remove requests submitted to you, whether they are submitted to Global IntelliSystems first, then relayed to you or if they are sent directly to you and then relayed to Global IntelliSystems, or in any other manner, shall be processed fully within 10 business days. Accounts in violation of the CAN-SPAM act or in violation of this clause will be closed immediately with no refund.

### **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 you or your company, not just for spamming, you agree 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. Damages to our goodwill due to spamming from you or your company by use of Global's network 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 from you or your company to Global IntelliSystems. You understand and agree that a single spam message could fatally injure Global IntelliSystems.

### **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 you or your company, then you agree to be financially responsible to us for all legal fees incurred by Global IntelliSystems for our defense of those illegal, negligent, or fraudulent acts.

### **Demonstration Accounts**

If this agreement is being signed for the purpose of a demonstration account, there will be no fees for the time period specified in notes, and all other terms are in force.

The only portion of this agreement that is being waived during the demonstration period is the cost of service. A demonstration account will incur zero (\$0.00) fees. The maximum time for an account to remain in demonstration status is 30 days. After that time COMPANY can request to have the account cancelled or closed, or, have the account converted live/paid status, at which time fees stated herein will apply. The federal, state, and/or local laws for spamming or violation of the CAN-SPAM act apply to all types of accounts including demonstration accounts.

### **Prohibited Messages**

There are certain types of messages we do not allow to be sent from the Global IntelliSystems service. You agree to pay Global IntelliSystems the fee of \$100 for each recipient of the following type of messages should any be sent from our service:

Get rich quick, Make money fast, Multi Level Marketing, Network marketing, envelope stuffing, work-at-home, drug sales (of any kind, natural or pharmacy-related), pornography of any kind (with or without images, directly or indirectly advertising), terror or terror-related, anti-government, hate or hate-based, and any message that incites a user to purchase something for which nothing is being promised in return. We do not permit ANY of these types of messages to be sent from our network. A \$100 fee per recipient will be charged to you should this type of message be sent from this service.

### **DAS/Delivery Assistance Service Accounts**

While we provide every possible suggestion and offer every remedy to fix your delivery problems, we cannot guarantee your email marketing vendor will fix their problems, and we cannot guarantee your vendor has the ability to fix their problems. Some email marketing vendors are simply too badly blacklisted, blocked, and have a terrible reputation, so bad that they are un-fixable. Regardless, we will provide you with all the information needed to give to your vendor so they can see what to fix. You understand and fully agree that we cannot fix your vendor, we can only provide you with the suggestions needed to fix the problem.

The DAS shall not be used by companies in the business of sending email messages such as Email Marketing Vendors, Email Service Providers, Internet Service Providers, Delivery Networks, 3<sup>rd</sup> Party Delivery Services, and so forth. Accounts found to be using the service in this manner will be disconnected and no refund will be available.

The DAS will monitor mailings sent from one client (you) sending mail on behalf of your own company. You agree not to use the DAS to monitor mailings for messages sent for other companies aside from yours. Accounts found to be monitoring mailings from other senders will be disconnected and no refund will be available.

**AGREED AND SIGNED:**

**BY (YOUR NAME):** \_\_\_\_\_

**YOUR TITLE:** \_\_\_\_\_

**FOR (COMPANY NAME):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**AGREED AND SIGNED:**

**BY GLOBAL INTELLISYSTEMS:**

**DATE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_