

# GLOBAL INTELLISYSTEMS, LLC ANNUAL SERVICE AGREEMENT

## **Parties**

This agreement is by and between Global IntelliSystems, LLC, (further known in this agreement as "GLOBAL") a Delaware Limited Liability Company at 2900 N Government Way, #315, Coeur d'Alene ID 83815 - (970) 315-3637 and "you" and/or "client" described as...

Your name:	
Company:	
Address:	
Room/Suite:	
City, State, Zip:	
Telephone:	
Email Address:	

## **Live/Trial Account Definition**

A trial/demonstration account and a live account share the same terms as outlined in this agreement except a demonstration account is provided at no cost for a period outlined in this agreement. All other sections and/or terms of this agreement shall remain in force.

## **Effective Date**

The start date of this service agreement will begin on the day you sign this agreement (the "signature date") and returned to Global (via email or postal mail.) This is the only copy of the signed agreement that will exist so please make a copy for your records.

## **Term of This Agreement**

Unless stated below and agreed to in writing by Global staff (noted in the "comments" section below), this agreement has a term of twelve (12) months and will continually auto-renew at the end of each 12-month term (based on the signature date.) You may cancel this agreement according to the terms in the "right to cancel" section below.

## **Account Set-up Fee**

There is a no set-up fee for any standard use email/mobile marketing account. There is a set-up fee if we are providing server hosting or other non-standard hosting or technical services. Any extra fees should be defined in the "comments" section below.

## **Services Provided**

For email marketing service: you will have full access to Global's online email marketing, mobile marketing, e-surveying, autoresponder, delivery assistance, and data collection system.

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

For SMTP Relay: You will have full access to at least one dedicated SMTP relay server with one username/password for relay access. Initial whitelisting on the server itself has been completed and full whitelisting will begin when our technical team is informed that your mailings have commenced.

**Cost of Service**

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

Service(s) Requested: (check all that apply)

- Email Marketing (includes ALL the services below), or...
- SMTP Relay Only
- Surveying Only
- Auto-Response/Series Only
- SMS/Text Message Delivery (\$.04/message worldwide) Only
- Delivery Assistance Service (DAS) Only

Rate \$\_\_\_\_\_ [ ] Per-message [ ] Flat-Monthly-Rate

Monthly Minimum Invoice (\$):  (Typical: \$69 or \$895)

Comments/Notes:


**Methods of Payment**

Credit cards, checks, ACH, PayPal, and wire transfers are accepted. A discount of 5% is offered to you if the invoice is paid on the same day as the date it is generated, or on the following Monday should the invoice be generated on a weekend or official holiday.

## **Payment for Services**

Pay by Card: <https://www.globalintellisystems.com/paybill.php>

Autopay link: <https://www.gliq.com/card-authorization.php> (5% discount)

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 suspended and accounts unpaid after 60 days from the invoice date will be securely deleted with no recovery of files. All unpaid balances past 90 days will be charged 1.5% simple interest per month until the balance is paid in full. You are encouraged *to sign-up for our "Auto Pay" service which charges your credit card automatically on the same day the invoice is generated.* **This will save you 5% off the invoice total.**

## **No Charge for Multiple Accounts**

For email marketing services you may request to have up to 100 additional accounts opened at no extra charge other than the per-message or flat rate as chosen in this agreement. There will be no set-up fee for the additional accounts. We bill on a per-message rate only.

## **Training**

We will provide you with up to ten 60-minute training sessions at no charge, as close to the dates/time you request. We will provide you with free support on any new features we announce throughout the year.

## **Technical Support**

Global will provide you with e-mail technical support between the hours of 8:30am – 5:00pm Eastern US time. All support requests must be sent to [support@GLIQ.com](mailto:support@GLIQ.com) to receive assistance. Do not email Global employees directly as they may not be in the office when you decide to email them. After hours support for emergencies (system down, server reboots, connectivity issues, etc.) is available 24/7 by using the same [support@gliq.com](mailto:support@gliq.com) address. Important: Please see "usage support" below as that is a fee-based type of support service.

## **Usage Support**

Global has a group of 3<sup>rd</sup> party companies that provide support for services such as launching mailings, editing/creating HTML messages/pages, generating reports, deleting or adding subscribers, etc. That type of support is fee-based and you may find it perfect for helping with day-to-day email or mobile marketing operations. Please contact us about "usage support service packages" and we will put you in touch with the 3<sup>rd</sup> party companies that offer this help. Their rates are very good and they are all professional companies that use Global services on a daily basis.

## **Custom 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 there may be a fee. Global will always let you know of any fee prior to the start of any custom work. We will only start work on projects after receiving your permission to begin the work.

### **Third Parties/Contractors Supporting Your Account**

You may retain, at your own discretion, the services of a third-party contractor, consultant, or assistant to provide mailing, list, reporting, or other services that use all or part of the Global service. You agree now and forever that any mistakes or errors of any kind are between you and the third party/contractor only and you will now and forever hold Global IntelliSystems innocent and free from any damages of any kind including claims of errors, omissions, special damages, monetary loss, loss of income or revenues, etc. You waive all rights to claims of damages against Global when using any 3<sup>rd</sup> party to manage or operate your account, whether or not that 3<sup>rd</sup> party was referred to you by us.

### **Agreement to Install and Maintain Anti-Virus/Anti-Malware Software**

You agree that you are solely responsible for keeping current all anti-virus and anti-malware software running on any and all systems owned or operated by you. If you are infected by malware, viruses, or other malicious software, regardless of where it was infected or what website gave you the infection, you are responsible for the repair and disinfection and all costs related to said remedy. You shall notify Global immediately if you are alerted to an infection as infections often capture keystrokes which reveal passwords and that can give a malicious user access to your account on Global or any other service. You accept all responsibility resulting from password loss. You agree to follow industry standards and best practices regarding use of anti-virus or anti-malware software and/or creating passwords or securing passwords on internal systems owned or operated by you. If a malicious user correctly guesses your password, or steals it using any means, you accept full responsibility and assume all liabilities for data loss or theft of data from your account.

### **Spamming or Sending Unsolicited Messages is Prohibited**

You, your company, it's owners, operators, managers, employees, staff, assistants, contractors, or otherwise hereby understand and accept full responsibility that any and all email or SMS/text messages sent from any account managed by you or your company or by any third party, through the Global IntelliSystems service, must be now and forever remain in full compliance with the Federal Can Spam Act and/or other laws that may be enacted, within or outside the United States (including CASL and GDPR laws.)

You agree that you will not send any UNSOLICITED e-mail, text/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 first, then relayed to you or if they are sent directly to you and then relayed into Global, or in any other manner, shall be processed within 10 business days. Accounts found in violation of the CAN-SPAM act or in violation of any anti-spam laws will be closed at the discretion of Global immediately with no refund.

Legal action may be brought against Global 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 for all costs involved in our legal defense and defense of our staff from any actions brought against it. Damages to our goodwill due to spamming from you or your company by use of our

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 for damages.

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

Should a court of law or federal agency of the United States charge Global, its officers or employees for illegal, negligent, or fraudulent acts due to mailings or activities directly related to an account managed by you or employees of the company where you work, or by 3<sup>rd</sup> parties you allow to operate your Global account, then you agree to be financially responsible to Global for all legal fees we incur for the defense of those illegal, negligent, or fraudulent acts.

### **Prohibited Messages**

We do not allow any account to send any of the following type of messages: Get rich quick, make money fast, multi-Level marketing, network marketing, envelope stuffing, work-at-home, drug sales (pharmacy-related), pornography of any kind (with or without images, directly or indirectly advertising), terror or terror-related, or anti-government. We do not permit ANY of these types of messages to be sent from our network. Accounts will be closed immediately upon discovery of this type of messaging and accounts will be forwarded to law enforcement if we decide it is worth investigating.

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

While Global provides every possible suggestion and offer every remedy to fix your delivery problems, Global cannot guarantee the email marketing vendor you are or were using will fix their problems, and Global cannot guarantee that same 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, Global will provide you with all the information needed to give to that vendor so they can see what to fix. You understand and fully agree that Global cannot fix every problem related to an outside email marketing vendor. Global will do its best to fix those problems but cannot guarantee 100% of that vendors problems will be fixed without assistance from the vendor itself.

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 you (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.

### **Deliverability Notice – Important Please Read**

While Global IntelliSystems aims for the highest inbox delivery rates in the industry, this is something that takes (a) time, and (b) efforts by You and Global together. It is agreed that Global *does not know the mailing history, complaint rate, bounce rate, blacklist status, or overall network reputation rate of You, its domains, or network*. If You had problems in the past, it will take longer to smooth out any deliverability issues.

Global makes no guarantee on how long it will take to fix deliverability problems, and it may take several months to maximize deliverability. Global will work every day to help increase inbox reach and decrease junk folder arrivals for You, but we cannot guarantee You will reach the inbox, every time, all the time, now and forever. The Internet Service Providers adjust their systems almost hourly to combat spam and this means messages will always run the chance of landing in the spam or junk folder based on a word or phrase in any message. Global will do its best to give You the best deliverability rates in the industry but it takes time, and Global will not give You an exact date for perfect deliveries, if ever.

### **Technical Setup of DNS-related Items – Please Read**

Global will provide you with SPF, DKIM, DomainKey, DMARC, IEF, and other technology-related items to add to your DNS or other services which are under control by you. If you do not make the recommended changes then deliverability will be poor. That is not our fault. If you feel that you have a better idea of how to address any DNS-related adjustments, please let Global support know as soon as possible. You understand and agreed that an improperly configured DNS can and often does ruin deliverability.

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

Global shall not disclose, sell, rent, give away, transfer, or directly allow any other firm to have access to data you upload and manage while it resides on this service. Global makes no claim of ownership to any part of your uploaded and managed data at any time other than under the “failure to pay” section below. Global will provide the highest level of security to help ensure that your data remains private and secure for as long as you have an active account on this service. Global will delete your uploaded and managed data anytime upon your request (via email or postal mail)

### **Intellectual Property**

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

### **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. If 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.

**Limitation of Liability**

Global is not offering to you, its owners, officers, employees, partners, directors, or anyone any type of 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 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. Any liability that arises out of use of this service shall be limited to the fee charged by Global for a mailing that is reported within 36 hours after the mailing or campaign is launched or distributed.

**Right to Cancel**

Unless you are notified in writing by Global staff, this agreement is twelve (12) months in length. You may close the account at any time and discontinue using the service by submitting a written notice either by email or US Mail. Upon receipt of the request we will close the account and will securely delete all uploaded and managed data. You agree to pay any remaining months left on this agreement at the minimum rate stated herein.

**Important Notice About Non-Payment**

From time to time Global has "skips" or you that skip payment after sending a mailing or series of mailings, often leaving thousands or tens of thousands of dollars in invoices unpaid. You understand and agree that any and all data in your account will become property of Global, free and clear of any liens or encumbrances, should an invoice remain unpaid for a period of 90 days or more.

**AGREEMENT**

**BY (YOUR NAME):**

**TITLE:**

**FOR (COMPANY NAME):**

**SIGNATURE DATE:**

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