

GLOBAL INTELLISYSTEMS, LLC ANNUAL SERVICE AGREEMENT

Parties

This agreement is by and between Global IntelliSystems, LLC, (further known in this agreement as "GLOBAL") 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:	

Cost of Service

Global IntelliSystems can be a flat-rate or a per-message based service. The assigned salesperson will give you the lowest available rate based on the information you provided. We will notify you of a better rate via email if we lower our pricing.

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

- Complete Email Marketing (with SMS/Text messaging @ \$0.04/msg)
- SMTP Relay Only: Low volume \$99/month (0 to 1 million messages monthly)
- SMTP Relay Only: High Volume \$295/month (0 to 10 million messages monthly)
- Extra Dedicated Servers (First 2 free, add'l are \$99/mo each) Qty: _____
- DAS/Delivery Assist/Monitoring [] \$295/Mo single [] \$1,995/mo up 20 domains
- Full-Service (Basic content design, test, launch, and reporting) @ \$100/campaign

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

Comments/Notes:

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 herein (noted in the "comments" section), 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: 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 Assist: We will monitor your deliveries from any vendor you are using and we will provide you or your administrators guidance with blacklisting or blocking issues which we discover.

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.

For Full Service: We will work with you to design the HTML content, send test copies for review, make adjustments to the HTML content as necessary, launch the message to your mailing list, and will provide reports 12, 24, and 36 hours after the launch.

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.gliq.com/paybill.php>

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

Billing

Invoices are generated and sent electronically as a PDF attachment on or about the 1st 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.**

Minimum Monthly Fee

Unless stated herein the minimum monthly fee for usage of this service is \$69.00

No Charge for Multiple Accounts

For email marketing services you may request to have up to 10 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.

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 to receive assistance. Please 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 address. Important: Please see "usage support" below as that is a fee-based type of support service.

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 cost, 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 3rd party.

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 3rd 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 3rd 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, 3rd 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.

Our Non-Disclosure and Account Privacy Policy

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.

We may lower your rates during the term of this agreement and/or future terms. Canceling an account early causes us to incur a loss of revenues for that term if a discount was applied. You agree to pay the difference between any discounts offered during the term of this agreement and the agreed-to rate stated herein.

For example, if an account holder signs-up with a rate of \$1495/month and we later offer a discount of \$895/month (a \$600/month discount), and the agreement is cancelled early, the difference of \$600/month is due and payable for the months the service was used.

Abandoned Accounts

Abandoned accounts (accounts that are 120 days past due) and all of the data in the account shall become property of Global, free and clear of any liens or encumbrances, on the day the account becomes 121 days past due.

AGREEMENT

BY (YOUR NAME):

TITLE:

FOR (COMPANY NAME):

SIGNATURE DATE:

SIGNATURE:
