



GLOBAL INTELLISYSTEMS
ANNUAL SERVICE AGREEMENT

IMPORTANT – PLEASE READ BEFORE PROCEEDING

While we like to work with just about any type of client, there are a few groups that have continually caused us trouble in the past. Therefore, we will not open accounts for the following type of clients:

Multi Level Marketing, Get rich quick, work at home, envelope-stuffing, any type of "easy money" company, chain letter or pyramid, or network marketing scheme, companies, companies with a history of spam problems, companies with spam problems but changed names to avoid being detected as spam companies, pornographers or any company selling any type of pornographic material, companies that use a "free" email address for correspondence companies that buy "opt-in" lists or have purchased CD's containing lists in the past. Or any company that is trying to hide, evade, or disguise themselves from the general public due to questionable business practices.

If you fall into this category, please just delete this application and we wish you the best of luck in life.

GLOBAL INTELLISYSTEMS ANNUAL SERVICE AGREEMENT

Parties

This agreement is by and between Global Intellisystems, LLC, a Delaware Limited Liability Company at 5257 Buckeystown Pike, Suite 150, Frederick, MD 21704 - (800) 707-7074 FAX (202) 379-9733 and (Please **PRINT** your legal company name and information below)

Effective Date

The effective start date of this service agreement is _____. This agreement will renew on the 1st of each month. You may cancel this agreement at any time with a 30 day written notice.

Services Provided

You will have access to our online e-messaging and e-surveying system via the World Wide Web. You and any of your 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, there is no software needed to buy.

Cost of Service

The cost to use Global's system is based on the total number of messages you send from the system per month, or, the total number of surveys, or auto-responses sent per month. The CPM (cost-per-thousand) rate is shown below. *Please note the monthly minimum.*

<u>Messages Sent Per Month</u>	<u>COST-PER-MESSAGE</u>	<u>COST-PER-THOUSAND (CPM)</u>
0 – 1,000,000	\$0.00325	\$ 3.25
1,000,001 – 3,000,000	\$0.00285	\$ 2.85
3,000,001 – 5,000,000	\$0.00250	\$ 2.50
5,000,001 – 10,000,000	\$0.00225	\$ 2.25
10,000,001 +	\$0.00185	\$ 1.85

Monthly Minimum Invoice: \$69.00

Discounts are available on Net-10 or pay-as-you-mail programs.

Set-up Fees

There is a one-time non-refundable set-up fee of \$ 199.00 to establish your account on our network. This fee must be paid at the time you submit this signed agreement for processing. Payment may be made by Visa/Mastercard or PayPal. Please see the following URL for payment details: <http://www.globalintellisystems.com/forms.html>

List Verification/Analysis Fee

There is a one-time fee of \$395 if your list is not in a confirmed/verified opt-in format. This is because we need to analyze the list prior to launching any campaigns, and, to perform a list verification to uncover spam trap, spam bait, fake, or problem domains. If our analysis reveals the list is dirty (many bad addresses/domains) you will need to run a re-confirmation process on your mailing list to convert your list to confirmed/verified opt-in.

Term of Service

Billing is performed on the 1st of each month for the prior month's usage and payment is due no later than the last day of the billing month. This account will automatically renew on the 1st of each month unless you notify us you wish to cancel, in writing, within 30 days.

30 Day Right to Cancel

You may cancel this agreement at any time by sending us notice within 30 days of the date you wish to close the account. If you cancel your account you must remove the list and data from the account within 30 days. After your account is closed all data in your account is permanently deleted and securely wiped. Restoration of data will then be impossible.

Technical Support Services

Global will provide you with unlimited e-mail technical support when support questions are sent to support@gliq.com or sent from the help menu. Please note, for month-to-month accounts we cannot provide over-the-phone assistance. On-site system training is available upon request and scheduled availability. Cost is \$1500/day plus travel/lodging expenses.

Custom Support/Development

HTML design, image creation, and other non-engineering related services are billed at \$100 per hour. Script development (programming) and server set-up, if requested, is billed at \$150 per hour. Scripts which take less than 2 hours to create are designed at no cost.

Method of Payment

We accept payment in the form of check, Visa, MasterCard, PayPal, or wire transfer. We offer a 5% discount on any invoice if paid on a Net-5 basis and you can choose our pay-as-you-go method of payment for a 5% discount. You may also use our online billpay service to pay by credit card. Visit the "utilities" menu in your account for details.

Limitation of Liability

Global IntelliSystems ("Global") is not warranting or insuring that 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 for broadcast, marketing, sales, or use. Our liability hereunder shall be limited to the fees paid or which should have been paid by you for the month in which the problem arose.

Intellectual Property

The software used to operate the Global IntelliSystems service is owned wholly by Global IntelliSystems and your use of the service or its various modules does not grant you an interest in the ownership of the software or company. The data you upload is property of yours and Global IntelliSystems does not attach any interest or lien in your data and shall not consider it part of the Global IntelliSystems service. Any software we design for you remains wholly owned by Global IntelliSystems.

List Ownership and List Privacy

At no time will Global sell, rent, give away, transfer, or allow any other firm to have access to your mailing list while it resides on the Global servers. We will provide a high level of security to help ensure your list remains private for as long as your list resides in your account. We will delete your list for you, at your request, or you can do it yourself through the web interface. All addresses in your account belong solely to you and Global makes no representations of ownership to those addresses whatsoever.

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 because of the duration or scope thereof, the parties hereto agree that said court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and fully enforceable.

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 person, corporation, firm, or 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. Both Global and 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 alone, and both parties hereby waive and forever renounce the right to jury trial. This agreement may be revised from time to time and you agree to be fully bound by this agreement and any by any amended portions of this agreement. We will always keep the latest version of this agreement on our website for your review. You agree we are not required to send you notice of any updates to this document.

Spam or Unsolicited Junk e-Mail Clause – CAN SPAM ACT AGREEMENT TO COMPLY

You understand, and accept full responsibility that any mail sent from your account, through the Global IntelliSystems service must be in full compliance with the Federal Can Spam Act. If you do not know the full details of the 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. Plus, all unsubscribe or remove requests submitted to you, whether they are submitted to our service first, then relayed to you, or if they are sent directly to you and then relayed to us, or in any other manner, shall be processed fully within 7 business days.

Please be sure you understand the federal CAN SPAM ACT. It has sharp teeth for violators which includes possible prison time for violators.

Penalties for Failure to Comply With These Terms

Legal action may be brought against us for delivering any spam from your account. If this occurs due to any act conducted through your account, not just for spamming, you agree to be liable to us for all costs involved in the legal defense to defend our company and staff from any legal action brought against it. Please note that damages to our goodwill due to spamming from your account are often difficult to measure. However, if an act of spamming, whether intentional or accidental is conducted with your account, we will retain an independent third-party specialist in the field of estimating such damages and you agree that your company will be responsible for reimbursing us for those damages due to act of spamming from your account, regardless of who launched the mailing from your account (us or you, your company, agents, officers, or employees.) 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 us for illegal, negligent, or fraudulent acts due to mailings or activities directly related to your operation of your account, your company agrees to be financially responsible to us for the legal fees incurred by us for our defense of those illegal, negligent, or fraudulent acts.

Important Note About "Vendor Hopping" If you decide to switch to a competitor's system for whatever reason, and then decide to come back (so far, 100% of those who have tried, have returned) there will be a research fee to research what damages may have been done to your domain or IP space. Many of our competitors boast of their exceptional service but they don't tell you their IP space is dirty (blacklisted). Once you are marked on a blacklist, any vendor you use is also marked so we do not want our good name to get destroyed by a dirty competitor. The research fee is \$450 which covers the labor time it takes to conduct a very deep search into what blacklists may have been updated with your domain and/or sender information.

ADDITIONAL FEES FOR LABOR SERVICES

There is a minimum per-hour labor charge of \$100 to hire us to convert a word document, PDF file, graphic image, or any other type of non-HTML message and turn it into an HTML message. If you need help creating a message, converting a list, formatting a message, or need any labor-type of service, this minimum charge will apply. We will give you an estimate of the cost prior to us working on the task and you must agree to the fee via email prior to us starting the task. We can not do these services for free. Your company image is worth the investment so please do not expect us to provide our services for free.

Please place your initials inside the box below to state you understand there are charges for labor-related services, even if they appear to you to be minor in nature:

Initials – I AGREE there may be additional fees for services I request – as described above.

AGREEMENT TO THE ABOVE TERMS AND CONDITIONS

We hereby affix our signatures as authorized representatives of the respective companies engaging in this agreement. Our signatures state our full and unconditional agreement to the above terms and conditions.

BY GLOBAL INTELLISYSTEMS.....

BY CLIENT.....

Authorized Signature for Global

Authorized Signature of new Client

Printed Name for Global

Printed Name of new Client

Title

Title

GLOBAL INTELLISYSTEMS, LLC
Company Name

Company Name

Date of Signature

Date of Signature

DESIRED ACCOUNT INFORMATION

PLEASE PRINT – PLEASE PRINT – PLEASE PRINT – PLEASE PRINT

PLEASE CHOOSE AN ACCOUNT "NAME" YOU WOULD LIKE TO USE FOR THIS ACCOUNT. PLEASE LET US KNOW ANYTIME YOU NEED ADDITIONAL ACCOUNTS – THERE IS NO CHARGE TO CREATE NEW ACCOUNTS. YOU ONLY PAY THE CPM FEE.

PLEASE HELP US BY PRINTING CLEARLY SO WE CAN OPEN YOUR ACCOUNT QUICKLY.

ACCOUNT NAME _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

HINT: Many clients choose part of their company name as their account name

USER NAME _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

PASSWORD _____
(ONE WORD, NO SPACES, UNDERLINE IS OK)

E-MAIL ADDRESS _____
(WHERE WE CAN CONTACT YOU)

TELEPHONE # _____
(YOUR TELEPHONE NUMBER)

FAX # _____
(YOUR FAX NUMBER IS REQUIRED)

PLEASE NOTE REGARDING THE SOURCE OF YOUR INVOICES

If a vendor is listed in the area below, your invoices will be coming from them and not from Global IntelliSystems. This is because many of our clients receive support and services directly from vendors who are working with us. This helps with increased support and services on a local level. These vendors often help you manage your account, perform mailings, generate reports, etc. If you have any questions about the source of your invoice please contact the vendor listed below.

PLEASE INITIAL ALL PAGES THEN FAX BACK TO **(202) 379-9733**



AUTOMATIC PAYMENT BY CREDIT CARD IS AVAILABLE BY VISITING THIS LINK:

<https://www.globalintellisystems.com/aboutus/cardauth.php>