

GLOBAL CONNECT USER AGREEMENT

Global Connect 5218 Atlantic Avenue Suite 300 Mays Landing, New Jersey 08330-2003 Phone: 609-625-7951 Toll Free: 888-421-4151 Fax: 609-625-4399

Contract #:

COMPANY and CONTACT INFORMATION

Village of Orland P	ark	Mary Klinger		
Company Name		Contact Person	Contact Person	
14700 S. Ravinia Ave.	Orland P	ark IL	60462	
Street Address	City	State	Zip	
708-403-6190	708-403-9212	mklinger@orland-park.il.us		
Contact Phone Number	Contact Fax Number	Contact's Email Address		
USER NAME and PASSWORD INFOR	RMATION - to be complete	ed by Global Connect		
8667975100 Password:				
User Name:	Must Be 10 Digits - No Space	s Name of Person	Trained	
Phone Number	Fax Number	Email Addre	ess	
Kelly Quinn	888-421-4151 x260	609-432-19	609-432-1938	
Global Connect Contact Person (Trainer) Phone Number	Cell Phone Number		
BILLING INFORMATION		🛛 Billing Address Sar	ne As Above	
Street Address	City	State	Zip	
Contact Person Accounts Payable	Phone Number	Fax Numbe	er	
🛛 Bill By Invoice 🗌 Credit Card				
	Credit Card Number	r Expiration	Date	
	Type: 🗌 VISA 🗌 MC 🗌	AE 🗌 OTHER		
Name On Credit Card – Please Print				

TERMS AND CONDITIONS

- 1. The chargeable annual rate is \$.55 cents per location (businesses and households) and \$1.00 for each employee/volunteer. This provides Orland Park, IL with unlimited emergency calls to their database of households / businesses and unlimited calls and emails to their employees / volunteers using Global Connect's Emergency Notification System. Total charges will be prorated based on the 12 month period starting June 1, 2013 ending May 31, 2014. In the event of renewal, charges will be based on the number of locations, employee/volunteer and self-registered cell phone numbers or emails as of the renewal date.
- 2. Global Connect reserves the right to dissolve this agreement and eliminate associated passwords including customer accounts in the event of a breach of contract, which breach remains uncured for (30) days following written notice to Orland Park, IL. In the event of renewal, Global Connect will provide Orland Park, IL written notice of any increases or decreases to the annual rate within (60) days of the renewal date.
- 3. Information provided by Orland Park, IL including but not limited to phone lists and data files will remain the exclusive property of Orland Park, IL. Global Connect agrees not to rent, sell, loan or provide this information to any person or company without written permission by Orland Park, IL.
- 4. In no event shall Global Connect be liable for any incidental, special, consequential or punitive damages including loss of use, profits, revenue or goodwill suffered by Orland Park, IL. The total liability of Global Connect shall be limited to the amount of payment for product or services received from Orland Park, IL during the calendar month such liability arose. Global Connect shall not be liable for any failure of performance due to causes or circumstances beyond Global Connect's control. Nor shall Global Connect be liable for any act or omission of any other person or company furnishing any portion of a product or service. Global Connect is not responsible to Orland Park, IL, any of Orland Park, IL recipients or any other third party regarding the accuracy or validity of the data entered through Global Connect's Emergency Notification System or Collection System. Global Connect makes no warranty that such systems will be error-free or that access thereto will be uninterrupted. All calls will be delivered in the fastest amount of time, based on the local exchange carrier's available bandwidth.
- Orland Park, IL shall indemnify, save harmless and defend Global Connect from and against any and all 5. claims, losses, costs, attorney's fees, damages, or injury including death and / or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Global Connect, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of Orland Park, IL or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Global Connect as well as it's agents and employees is made a direct party to the initial action or claim or subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.
- 6. Global Connect shall indemnify, save harmless and defend Orland Park, IL, it's elected and appointed officials, its employees, agents, volunteers and others working of behalf of Orland Park, IL, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/ or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment, materials or services supplied under this contract or by the performance of any work under this contract, including all suits or actions of every kind or description brought against Orland Park, IL, either individually or jointly with for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this contract, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault of Global Connect, its employees, subcontractors or agents or others under the Global Connect contract. This indemnification and hold harmless agreement shall apply in all instances whether Orland Park, IL as well as its agents and employees is made a direct party to the initial action or claim or

subsequently is made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

- 7. This agreement is subject to and shall be interpreted in accordance with the laws of the state of New Jersey and any litigation arising out of this agreement shall be conducted in the Superior Court of New Jersey.
- 8. This agreement supersedes all prior agreements, representations and understandings of the parties. Global Connect agrees that Orland Park, IL without cause and or prior notice may terminate this agreement at anytime.

Government regulation prohibits sending messages before 8 AM or after 9 PM. Federal and State Regulatory Agencies prohibit the use of this product for calling persons or contacting persons with sales or promotional messages with whom you have not obtained written permission. If your message contains a promotion or information about your product or service, you cannot hang up on live answers under federal law. **This does not apply to business-to-business calls, political calls, emergency calls, and calls made for non-profit organizations**.

I agree to the terms and conditions including governmental rules and regulations contained herein.

On This Date:		/	/	
	Month		Year	
By:		e Print		
Signature:				
Accepted By: Glob	oal Connect	, LLC		
On This Date:	Month	/ Day	/ Year	
By	Beth Farin Please F			
Signature:				
By	Colleen B Please F		l	
Signature:				