

Emergency Notification System

GLOBAL CONNECT USER AGREEMENT

Global Connect Phone: 609-625-7951 5218 Atlantic Avenue Toll Free: 888-421-4151 Fax: 609-625-4399 Suite 202 Mays Landing, New Jersey 08330-2003 Contract #: **COMPANY and CONTACT INFORMATION** Village of Orland Park Mary Klinger Company Name Contact Person 60462 14700 S. Ravinia Ave. Orland Park ILStreet Address State City Zip mklinger@orland-park.il.us 708-403-6190 708-403-9212 Contact's Email Address Contact Phone Number Contact Fax Number **USER NAME and PASSWORD INFORMATION** 8667975100 Password: User Name: Must Be 10 Digits - No Spaces Name of Person Trained Phone Number Fax Number **Email Address** 888-421-4151 x260 Kelly Quinn 609-432-1938 Global Connect Contact Person (Trainer) Cell Phone Number Phone Number **BILLING INFORMATION** ☐ Billing Address Same As Above **Orland Park** 14700 S. Ravinia Ave. IL 60462 Street Address State City Zip 708-403-9212 Barb O'Brien 708-403-6184 Contact Person Accounts Payable Phone Number Fax Number ⊠ Bill By Invoice Credit Card Credit Card Number **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 municipal 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 based on the 12 month period starting June 1, 2012 ending May 31st, 2013.. 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. Global Connect will guarantee current rate for an additional 1 year if contract is renewed by Orland Park, IL.
- 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 thirty (30) days following written notice to Orland Park, IL. Global Connect will protect Orland Park, IL's annual rate for a period of 1 year. In the event of renewal after this timeframe, Global Connect will provide Orland Park, IL written notice of any increases or decreases to the annual rate at least (60) days prior to the renewal rate.
- 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. 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. All calls will be delivered in the fastest amount of time, based on the local exchange carrier's available bandwidth.
- Orland Park, IL will indemnify, save harmless and defend Global Connect 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 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 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 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 whom you do not have an ongoing or prior business relationship. 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	Day	Year	
Ву:				
	Pleas	e Print		
Signature:				
Accepted By: Glo	bal Connect	, LLC		
On This Date:		/	/ .	
	Month	Day	Year ·	
Ву	Beth Fari	10		
	Please F	rint		
Signature:				
Ву	Colleen B	<u>resnahan</u>		
	Please P	Print		
Signature:				