



Customer Enrollment and Authorization Form Manual Billing Program

CLIENT NAME	
Address	
City	
State	
Zip Code	
MAIN CONTACT	
Phone	
Fax	
E-mail address	
Company URL	

IMPLEMENTATION CONTACT	
Phone	
E-mail Address	

BILLING CONTACT	
Phone	
Fax	
E-mail Address	
Mailing Address	
City	
State	
Zip Code	
Other Information	
Service Plan	
REFERRING CLIENT NAME	

EMPULSE REP	
E-mail Address	
Phone	
Fax	678.405.6001

SalesLogix Service Plans

	Basic Plan	Pro Plan	Pro Plan Plus
Setup Fee	None	None	None
Monthly Payments	\$139	\$249	\$349
Agreement Term	Month to Month	Month to Month	Month to Month
Number of Monthly Campaigns Allowed	Unlimited	Unlimited	Unlimited
Maximum Monthly Messages	5,000	25,000	100,000
Overage Rate for Messages in excess of Maximum <small>Note: Any messages sent in excess of the listed email bucket options will be charged according to the number of buckets required for your monthly usage</small>	\$29 for 1-1,000 over monthly maximum \$49 for 1,001-2,500 over monthly maximum \$69 for 2,501-5,000 over monthly maximum	\$39 for 1-5,000 over monthly maximum \$69 for 5,001-10,000 over monthly maximum \$149 for 10,001-25,000 over monthly maximum	\$79 for 1-25,000 over monthly maximum \$139 for 25,001-50,000 over monthly maximum \$249 for 50,001-100,000 over monthly maximum
Promotion	First Month Free	First Month Free	First Month Free

Payment and Termination

Payment: In consideration of the use of licensed software and/or services ("Licensed Software") to be delivered or performed by EmPulse, and the other terms and conditions hereof, Client agrees to all of the terms and conditions hereof and to pay EmPulse the fees set forth in the selected service plan pursuant to the following terms and conditions. Each month (after any promotion period ends, if applicable), EmPulse will issue an invoice via email for the regular monthly charge plus any overage charges for monthly messages used in excess of the maximum monthly messages allowed. Payment on invoices is due upon receipt and should be remitted to EmPulse, 5445 McGinnis Village Place, Suite 102, Alpharetta, Georgia 30005.

- A. If Client decides to upgrade the plan service level, client can notify EmPulse by email or in writing requesting an addendum. The original Agreement Term will not be changed. The only change is to the monthly fee and the volume of campaigns, the maximum monthly messages and the overage rate.
- B. After the initial Agreement Term the Agreement shall automatically renew for the same term as the original agreement at the same Monthly Payment. Cancellation of autorenewal can be done at any time with written notice. In the event that autorenewal is cancelled but service is



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restarted, the client will not be eligible for any current promotions. EmPulse reserves the right to increase fees after the initial Agreement Term, upon 60 days prior notice, but EmPulse shall not increase fees more than once in any year. Do note that should you cancel, any unused messages will expire at the end of the original pay period, and you will no longer have access to your data.

- C. Consequences of non-payment: Invoices are due upon receipt. In the event payment is not received within 30 days of the due date, interest will accrue from the original due date, at the rate of 1.5% per month, compounded annually. If payment has not been received after 60 days from the original due date, EmPulse reserves the right to terminate service, and may accelerate all fees and monthly payments to be immediately due and payable. Furthermore, Partner/Client agrees to pay all costs and expenses including reasonable attorneys' fees expended or incurred by EmPulse in connection with the enforcement of this Agreement, the collection of any sum due hereunder, any action for declaratory relief in any way related to this Agreement or the protection or preservation of any of EmPulse's rights under this Agreement.

Protections of Licensed Product

Client agrees not to directly or indirectly:

- A. Copy, print, display, publish or transmit all or any part of the Licensed Products without EmPulse's permission;
- B. Sell, rent, lease, distribute, license or sublicense, or otherwise transfer all or any part of the Licensed Products or provide timeshare, service bureau or similar services to any other Person;
- C. Modify or translate the Licensed Products, create any derivative works or otherwise merge or utilize all or any part of the Licensed Products with or into other computer programs or other materials;
- D. In any manner decompile, reverse compile, reverse engineer, decode, disassemble, or otherwise attempt to derive source code from all or any part of the Software Products; or
- E. Use the Licensed Products other than for the Clients' own internal business purposes;
- F. Use the service for Spamming. If the service is used for Spamming, EmPulse reserves the right to immediately terminate access and to seek appropriate legal recourse as necessary.

General Conditions

Client's Use of the Licensed Products, and all other EmPulse services and products, and all credit terms, service terms and privacy policy, and all other terms of this Agreement, are as set forth on the "Terms of Service" displayed on EmPulse's partner login screen [http://www.emailpulse.net/privacy_popup.php], which EmPulse reserves the right to change from time to time, and all of which are hereby incorporated herein by this reference. Client agrees not to remove or alter, or permit any Person to remove or alter, any notices on, contained within or affixed to any Licensed Products, or any media containing the Licensed Products, regarding copyright, patent, trademark or other proprietary rights, or restrictions on use or confidentiality. Client further agrees that the terms of this Agreement and all related discussions shall remain confidential.

Use of Client's Name and Logo

Client hereby grants to EmPulse the express right to use Client's name and/or logo in marketing, sales, financial, and public relations materials and other communications solely to identify Client as an EmPulse Client. Other than as expressly stated herein, EmPulse shall not use the Client's names, marks, codes, drawings or other specifications without the prior written permission of the Client. Upon signing this section, EmPulse Marketing will contact Client via information below to obtain proper logo file and usage guidelines.

This Customer Enrollment and Authorization Form and the Terms of Service incorporated by reference (collectively, the "Agreement") constitute the entire Agreement and supercede all other agreements and understandings between the parties. This Agreement is severable and will be governed by Georgia Law.

Client

EmPulse Technologies, Inc. ("EmPulse")

Company Name: _____

Signature: _____

Authorized Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____