



SERVICE AGREEMENT

Our Values: We are honored you have chosen Nusani Digital to help improve your paid search initiatives. At Nusani Digital, we believe in 100% transparency. The goal of this order confirmation is to spell out exactly what you are signing up for in very simple, easy to understand terms.

Agency/Partner Company/Name		DATE:	
Phone		Email	
CLIENT INFORMATION			
Owner/Manager		Email	
Company			
Address			
City		State	
Zip Code		Phone	
Fax Number		Website	

#	Description: Product / Services	SLA TERM	MONTHLY PRICE
1			
2			
3			
4			
5			
	One Time Total Setup Fees	1	
	SLA: TOTAL DUE TODAY		
	SLA MONTHLY AMOUNT DUE EVERY 30 DAYS		

Client Initial

Nusani Media Initial*

Special Terms & Notes:

1. **Payment Terms:** You agree to provide Nusani Digital with complete and accurate billing information and to keep it updated. If a monthly charge does not go through and payment is still outstanding 5 days past the billing date, access will be disabled and interest will accrue at a rate of 1.5% per month until paid. All sums are to be paid in USD.
2. Client shall not (a) license, sublicense, sell, resell, transfer, assign, distribute or make available to any third party any Services, Nusani Technology or any Nusani Content in any way; (b) modify or make derivative works based upon any Services, Nusani Technology or Nusani Content; (c) create Internet links to any Services or frame or mirror any Nusani Content on any other server or wireless or Internet-based device; or (d) reverse engineer or access the Services, Nusani Technology or Nusani Content in order to (i) build competitive products or services, (ii) build a product using similar ideas, features, functions or graphics of any Services, or (iii) copy any ideas, features, functions or graphics of any Services.
3. When applicable, Sales Tax will be added to invoices for companies based in the jurisdictions where sales tax collection by Nusani Digital is required.
4. Subscriptions are charged for the access to the Nusani Digital software and services. If you do not access the software or cannot access the software and do not notify Nusani Digital in a timely manner, you will be responsible for any fees that are incurred.
5. **ARBITRATION.** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.
6. **Termination on Expiration or Without Cause.** This Agreement commences on the Effective Date and continues for the term set forth in the applicable Order Form(s) (Initial Term). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term. Nusani Then-current fees; provided, that Client has been given at least 60 days' notice of any fee increase. Either party may terminate this Agreement effective only upon the expiration of the then-current term, by notifying the other party in writing at least thirty 30 days prior to such expiration date. Cancellations received after the 5th of the month will be processed for the 30-day notice the following month. Cancellation of renewals can be faxed to: 717-307-3438
7. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nevada. **Content Release.** Client hereby gives its express permission to Nusani to use, during the term of this Agreement, any and all photographs, images, manufacturers logos, trademarks, artwork, text and other advertising material available on the Ad Planners, or in any other electronic format provided by manufacturers represented on Clients website(s), for purpose of website development, search engine optimization, advertising, multimedia animations or any other activity carried out on behalf of Client. Client also confirms that it has the right to use the materials and has been given permission from the rightful owners to use each element for purposes of advertising, brochures, emails, digital animations or website development or any other promotional activities. Client further releases Nusani and any of its associated or affiliated companies, their partners.

Initial here to confirm terms and cancellation:

Client Initial

Nusani Media Initial*

SPECIAL NOTES AND COMMENTS. ADDITIONAL TERMS TO BE APPLIED TO SLA

SIGNATURE

We hope you have found this order confirmation clear and useful. In addition to this order confirmation, your subscription with Nusani Digital shall be governed by the Nusani Digital Master Subscription Agreement available here:

Please sign below to indicate your acceptance

SIGNATURE:

Client Signature

Nusani Media Signature*

Thank you for choosing Nusani Media as your digital partner. Nusani is the only company that focuses on one complete branding strategy. We can assure you that our products and services will exceed your expectations. We would like to take this opportunity to briefly set forth important steps in the process of opening your new account and getting started with your PowerSuite. The service agreement outlines our services and terms, including the monthly service charges.

Once you have completely reviewed the service agreement, fax all pages signed to 877-862-4961

Once your signed service agreement has been received, you will receive a welcome email from Nusani Client Services, that includes a link to complete an intake form online that will help us confirm more information about your competitors and market area. After this is received, one of our corporate operation managers will contact you to review the profile and finishing the setup process.

Service Agreement Acceptance: Client and Company
Sign below and fax to: 877-862-4961

Service agreement payment information:
Credit Card Form: Visa, MasterCard, Amex