

TextMarks, Inc. / Pinellas Suncoast Transit Authority Agreement

1-7-2016

The following addendum to the TextMarks standard Terms of Service specifies the agreement ("Plan") between TextMarks ("Provider") and Pinellas Suncoast Transit Authority ("Client").

TextMarks agrees to provide, upon receipt of payment:

- Feature and **integration consultation** for adapting TextMarks to meet Client goals.
- **Marketing consultation** services such as call-to-action review (web, print, radio, TV, social media, etc.), text message creative authoring, channel analytics and optimization, shared PR efforts.
- Provisioning of up to 30 standard **keywords**, including 2 **4-character keywords**, with additional available for added fee.
- Unlimited **subscriber list management and usage reports** attached to each keyword.
- Use of up to 4.5 million text messages (plus additional credits available per statement below) per 12-month period, including all inbound and outbound messages.
- Transitional credit of additional 1.8 million message credits for the 12-month agreement duration (12/1/2015 - 11/30/2016).
- Provide option for a second 12-month service renewal (12/1/2016 - 11/30/2017) that includes transitional credit of additional 1.2 million message credits.
- Provide option for a third 12-month service renewal (12/1/2017 - 11/30/2018) that includes transitional credit of additional 600,000 message credits.

Client agrees to:

- Remit **first payment** of PO to TextMarks no later than January 31, 2016.
- Pay monthly service amount prior to each subsequent month, plus any overages that occurred in the previous month.
- Engage service for **minimum duration** of 12 months (12/1/2015 - 11/30/2016), and make final payment as needed to settle any overages incurred.
- Inform TextMarks of renewal decision before the end of each 12-month service term.
- Pay via additional invoice, in lieu of retaining a credit card on file, any unpaid invoices upon receipt. Client is bound by Florida Prompt Payment Act, so no late payment penalties are outlined on this service agreement.
- Directly use and **not resell** or otherwise repackage the services provided.
- TextMarks will advise, but Client takes **full responsibility for adherence to all relevant regulations** including those of Mobile Marketing Association (MMA), The Wireless Association (CTIA), Telephone Consumer Protection Act (TCPA).

Service costs:

- **PO in the amount** of \$45,000.00 issued to TextMarks for each 12 month period. This \$45,000.00 PO shall be paid down on a monthly basis at a rate of \$3,750.00 per month.
- Any late payments will be made in accordance with the Florida Prompt Payment Act 218.74 (4).
- Each 12-month \$45,000 PO amount **must be paid in full** by November 30th, 2016; November 30th, 2017, and November 30th, 2018 respectively.
- In the event a **new annual service agreement has not been executed** by November 30, 2016 or balance is depleted (whichever comes first), TextMarks may opt to extend credit for services for up to 60 days at the current per message rate of 1.0¢ (\$0.01) plus a 10% surcharge. At the end of 60 days, TextMarks may opt to suspend services until payment is received.
- **Monthly service fee** of \$999.00 (included in \$3,750.00 monthly payment).
- **Additional keywords** at \$5/month (standard), \$20/month (4char), and \$30/month (special, reserved, premium 3char).
- **Additional messages** (beyond amount included credits) at 1.0¢ (\$0.01) per message (in or out).
- **Year 1 Summary:** \$45,000.00 annual cost + (credit \$1,500/mo x 12 mo) = \$63,000.00 equivalent credit (4.5 million + 1.8 million = 6.3 million text messages at 1.0¢ (\$0.01) per message).
- **Year 2 Option Summary:** \$45,000.00 annual cost + (credit \$1,000/mo x 12 mo) = \$57,000.00 equivalent credit (4.5 million + 1.2 million = 5.7 million text messages at 1.0¢ (\$0.01) per message).
- **Year 3 Option Summary:** \$45,000.00 annual cost + (credit \$500/mo x 12 mo) = \$51,000.00 equivalent credit (4.5 million + 0.6 million = 5.1 million text messages at 1.0¢ (\$0.01) per message).

By entering into this agreement, Client accepts responsibility of monitoring access and usage and agrees to pay all incurred overage charges, and monthly fees.

TextMarks Inc.

Pinellas Suncoast Transit Authority

By:

By:

Date:

Date: