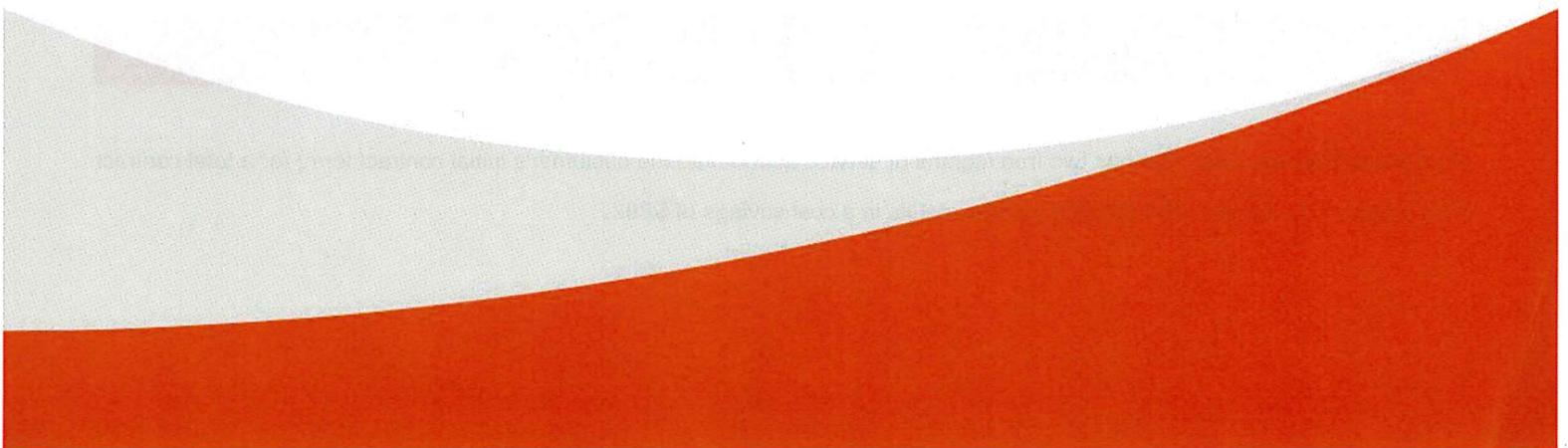




City of North Port Economic Development & Insightly

Prepared for: Mel Thomas

Prepared by: John Hendershott



Insightly, Inc
680 Folsom Street, Suite 550
San Francisco, CA 94107
United States



Bill To

City of North Port Economic Development
mthomas@cityofnorthport.com

Contract Start Date: 09/05/2019
Contract Renewal Date: 11/05/2020
Number of Subscription Periods: 1

Sold To

City of North Port Economic Development
Mel Thomas

Payment Terms: Annual
Payment Method: Credit Card
Invoice Terms: Net 45

| Description | Price (Annual) | Quantity | Subtotal |
|--------------------------|----------------|----------|-------------------|
| Professional CRM License | \$588.00 | 4 | \$2,352.00 |
| Ultimate Program | \$3,000.00 | 1 | \$3,000.00 |
| Total | | | \$5,352.00 |

Success Program

Ultimate Success Program: The Ultimate Program offers our highest level of personalized service. You get guidance tailored to your needs, top priority support, customized admin and team training, and proactive account reviews to keep your Insightly performing at peak levels. Work directly with a Senior Insightly expert dedicated to helping your company succeed. This includes:

- Designated Sr. Customer Success Manager focused on your business and driving adoption
- Insightly Onboarding Program (for first year customers)
- Priority Phone Support (w/ Sr. Support Tech)
- Email (response time <1 hours during Insightly business hours)
- Quarterly account reviews (4)
- Priority access to new features

Additional Terms

Free Month Terms: Customer has two free months of service added onto the customer's initial contract term, for a total contract term length of 14 months. The two free months results in a cost savings of \$892.

Special Terms: These special terms outlined in this Order Form will govern the relationship between City of North Port Economic Development and Insightly. These special terms will not change unless mutually agreed upon by both parties.

Special Terms: Section 12) Termination: Upon cancelation or termination of the Terms, and to remain compliant with Chapter 119 Florida Statutes, we will provide you with thirty (30) days to remove User Content from the Services before it is deleted. Only the City Manager may cancel your Account, with or without cause, by sending an email to us at contact@insightly.com.

Section 16) The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

Special Terms: Nondiscrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in the administration of its programs, activities or services.

Insightly, Inc. services are provided under the Insightly Terms of Services located at <https://www.insightly.com/terms-of-service/>.

By signing this Order Form, customer hereby agrees to all the terms and conditions of Insightly Terms of Services.

For any questions, please contact: John Hendershott, johnh@insight.ly

City of North Port, City Manager

City of North Port, City Attorney

Signature

Date

Signature

Date

Name of authorized signer

Name of authorized signer

City of North Port, City Clerk

Insightly

Howard Lau

Signature

Date

Signature

09/09/2019

Date

Name of authorized signer

Howard Lau

Name of authorized signer

Terms of Service

Last Updated: August 30, 2019

Welcome to the Insightly Site. Please read these Terms and our Privacy Policy carefully because they govern your use of all of our Services.

1. Agreement To Terms. By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, you may not use the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, "you" and "your" will refer to that company or other legal entity.

WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND INSIGHTLY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 "ARBITRATION" BELOW FOR DETAILS REGARDING ARBITRATION.

2. Definitions. To make these Terms easier to read, we have included several capitalized defined terms which you will see throughout. Below is a list of these terms:

(a) "Account" means an account you create with us to register for our Services.

(b) "App Provider" means any app store or distribution platform (like the

Apple App Store or Google Play) where the App may now or in the future be made available.

(c) "CRM" means customer relationship management.

(d) "CRM Data" means any information input into or processed through the Services other than on the Site, in any format including text, graphics, images, music, software, audio, and video. Examples of CRM Data include but are not limited to the name, address, job title, and relationship logs with your customers. It does not include Your Site Content or the Marketing Automation Data.

(e) "Feedback" means feedback, comments and suggestions for improvements to the Services.

(f) "Insightly" means us—the legal entity Insightly, Inc., a Delaware corporation located at 680 Folsom Street, Suite 550, San Francisco, CA 94107.

(g) "Insightly Marketing" means Insightly's marketing automation offering.

(h) "Marketing Automation Data" means any information input into, collected via or processed through Insightly Marketing and that is not CRM Data, in any format including text, graphics, images, music, software, audio, and video. Examples of Marketing Automation Data include but are not limited to email addresses and prospect and customer lists. It does not include Your Site Content.

(i) "Mobile App" means our mobile application.

(j) "Order Form" means a written order form between Insightly and you for the provision of certain Services.

(k) "Our Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services by Insightly or other third parties. Our Content does not include Your Data.

(l) "Payment Information" means additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification.

(m) "Privacy Policy" means our policy governing the collection and use of your information (available at www.insightly.com/privacy-policy).

(n) "Services" means (i) our Site; (ii) our on-demand Insightly CRM service that we make available via our Site; (iii) Insightly Marketing; (iv) our Mobile

App; and (v) our configuration, setup, and training services, if you purchase such services from Insightly.

LOGIN

TRY CRM FREE

(o) **"Site"** means our website located at www.insightly.com.

(p) **"SNS Account"** means your account with certain third-party social networking services ("SNS") such as Google, Facebook or Twitter.

(q) **"Subscription"** means the Services (or certain portions of the Services) that we provide pursuant to these Terms on a subscription basis.

(r) **"Subscription Fee"** means the applicable Subscription fee you pay to us (which may be on a monthly or annual basis, depending on the Subscription), plus any applicable taxes and other charges.

(s) **"Terms"** means these Terms of Service.

(t) **"Transaction"** means a payment made for a Subscription.

(u) **"Your Data"** means your CRM Data, Marketing Automation Data and Your Site Content. This is data and content you are providing or creating using our Services.

(v) **"Your Site Content"** means all information you post, generate, provide or otherwise make available through our Site that is not your CRM Data or Marketing Automation Data, for example, any posts you make to our community pages on the Site. This includes all other text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through our Site.

3. Privacy Policy. Please refer to our Privacy Policy for information on how we collect, use and disclose information from our users. You acknowledge and agree that your use of the Services is subject to our Privacy Policy.

4. Changes To Terms Of Service. We may update the Terms from time to time, and if we do, we'll let you know either by posting the updated Terms on the Site, Mobile App or through other communications. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change or add features to the Services at any time.

5. Your Account.

(a) Registration and Your Information. If you want to use certain features of

the Services you'll have to create an Account. You can do this via the Site, mobile App or we may provide access through your account with an SNS Account. If you choose the SNS Account option we'll create your Account by

extracting from your SNS Account certain personal information such as your name and email address and other personal information that your privacy settings on the SNS Account permit us to access.

(b) Accuracy of Account Information. You agree that you won't disclose your Account password to anyone and you'll notify us immediately of any unauthorized use of your Account. Anyone with access to your Account will be considered to be users authorized by you and their use of the Services will be considered to be authorized by you.

(c) User Credentials. Each set of user credentials may only be used by one (1) person – a single set of user credentials shared by multiple people is not permitted. You may create separate user credentials for as many people as are permitted under the applicable Subscription.

6. What We Own and License to You.

(a) Ownership of Services. Insightly and its licensors exclusively own all right, title and interest in and to the Services and Our Content, including all associated intellectual property rights. You acknowledge that the Services and Our Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Our Content.

(b) License to Our Content. Subject to your compliance with these Terms, Insightly grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, download, view, copy, display and print Our Content solely in connection with your permitted use of the Services and solely for your CRM-related purposes.

(c) Feedback. We welcome your Feedback. You can submit Feedback by emailing us at contact@insightly.com. All Feedback will be owned by Insightly, and you hereby do and will make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership.

7. Subscriptions. Insightly requires a Subscription to use the Services but may make certain limited portions of the Services available for free without a Subscription. Insightly may also provide portions of the additional Services that



are made available to those who purchase Subscriptions for free for a trial period. At any time during the trial and thereafter, you may purchase a Subscription.

(a) General. When you initiate a Transaction, you authorize us through our third-party payment processor to charge you for your Transaction. We may ask you to supply additional Payment Information in order to process your Transaction. You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third parties so we can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges).

(b) Subscription Fees. If you purchase a Subscription, you will be charged the Subscription Fee at the beginning of your Subscription and each period thereafter (such period will depend on the Subscription), at the then-current Subscription Fee. If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you at the beginning of the next applicable period of your Subscription during the term, using the Payment Information you have provided until you cancel your Subscription. By agreeing to this Agreement and electing to purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Insightly. Your Subscription continues until cancelled by you or until we terminate your access to or use of the Services or Subscription in accordance with this Agreement. Prices for the Services, including but not limited to monthly Subscription fees to the Service, are subject to change upon 30 days' notice from us before the end of your Subscription period.

(c) Modifying Subscriptions. Upon upgrading or downgrading a Subscription plan level, you will be credited pro rata for the time remaining in the current billing cycle, however, you will not be refunded for any Services during the then-current Subscription period. Downgrading your Subscription plan may cause the loss of features of, or capacity associated with your Account. Insightly does not accept any liability for such loss.

(d) Cancelling a Subscription. YOUR PURCHASE IS FINAL AND YOU WILL NOT BE ABLE TO RECEIVE A REFUND OF YOUR SUBSCRIPTION FEE AT ANY TIME. Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. EXCEPT AS SET FORTH ABOVE WITH RESPECT TO YOUR INITIAL SUBSCRIPTION PURCHASE, YOU

WILL NOT RECEIVE A REFUND OF ANY PORTION OF THE SUBSCRIPTION FEE PAID FOR THE THEN CURRENT SUBSCRIPTION PERIOD AT THE TIME OF CANCELLATION. To cancel, you can send an

email to contact@insightly.com. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current subscription period and will then terminate without further charges.

8. Your Data.

(a) Rights in Your Data.

(i) CRM Data. You own your CRM Data. We will not access your CRM Data for any purpose other than in connection with the provision of Services. For additional information on how we use and store your CRM Data, please refer to our Privacy Policy.

(ii) Your Site Content. You also own Your Site Content. By making Your Site Content available through our Site, you hereby grant us a non-exclusive, royalty-free license to use Your Site Content in connection with operating and providing the Services, Our Content, and Your Site Content to you and to other users of the Site.

(iii) Marketing Automation Data. You own your Marketing Automation Data. We will not access your Marketing Automation Data for any purpose other than in connection with the provision of Services. For additional information on how we use and store your Marketing Automation Data, please refer to our Privacy Policy.

(b) Responsibility for Your Data. You are solely responsible for all of Your Data. You represent and warrant that (i) you have received all appropriate rights, consents, permissions, waivers and notices required for you to be able to provide Your Data to the Company, in compliance with all applicable laws and contractual requirements; and (ii) neither Your Data, nor your use and provision of Your Data to be made available through the Services, nor any use of Your Data by Insightly on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(c) Removal of Your Data. You can remove Your Data by specifically deleting it from the Services. We are not responsible or liable for the removal or deletion of any of Your Data, except as otherwise provided in the Privacy

9. Rights and Terms for the Mobile App.

(a) Rights in Mobile App Granted by Insightly. Subject to your compliance with these Terms, Insightly grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the Mobile App on a mobile device or computer that you own or control and to run such copy of the Mobile App solely for your own use. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the Mobile App; (ii) distribute, transfer, sublicense, lease, lend or rent the Mobile App to any third party; (iii) reverse engineer, decompile or disassemble the Mobile App; or (iv) use the Mobile App to generate, deliver, or transfer any malicious software or code of any kind. Insightly reserves all rights in and to the Mobile App not expressly granted to you under these Terms.

(b) Accessing Mobile App from an App Store. The following terms apply to any Mobile App accessed through or downloaded from an App Provider. You acknowledge and agree that:

- These Terms are between you and Insightly, and not with the App Provider, and Insightly (not the App Provider), is solely responsible for the Mobile App.
- The App Provider has no obligation to furnish any maintenance and support services with respect to the Mobile App.
- In the event of any failure of the Mobile App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the Mobile App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Mobile App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Insightly.
- The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation..
- In the event of any third party claim that the Mobile App or your possession and use of that Mobile App infringes that third party's

intellectual property rights, Insightly will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

- The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as related to your license to the Mobile App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the Mobile App against you as a third-party beneficiary thereof.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- You must also comply with all applicable third-party terms of service when using the Mobile App.

10. General Prohibitions and Insightly's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any of Your Data that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Insightly's name, any Insightly trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Insightly's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Insightly's computer systems, or the technical delivery systems of Insightly's providers;

(d) Attempt to probe, scan or test the vulnerability of any Insightly system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise

circumvent any technological measure implemented by Insightly or any of Insightly's providers or any other third party (including another user) to protect the Services or Our Content;

(f) Attempt to access or search the Services or Our Content or download Our Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Insightly or other generally available third-party web browsers;

(g) Use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;;

(h) Use the Services in any manner that damages, disables, overburdens, or impairs any of our Services, attempt to gain unauthorized access to the Services, access the Services other than through our interface, or use the Services for any purpose or in any manner that is unlawful or prohibited by these Terms;

(i) Use any meta tags or other hidden text or metadata utilizing an Insightly trademark, logo URL or product name without Insightly's express written consent;

(j) Use the Services or Our Content, or any portion thereof, for the benefit of any third party or in any manner not permitted by these Terms;

(k) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Our Content to send altered, deceptive or false source-identifying information;

(l) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Our Content;

(m) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(n) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(o) Impersonate or misrepresent your affiliation with any person or entity;

(p) Violate any applicable law or regulation; or

(q) Encourage or enable any other individual to do any of the foregoing.

Although we're not obligated to monitor access to or use of the Services, Our Content, or Your Data, or to review or edit any of Our Content or Your Data, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any of Our Content or Your Data, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any of Our Content or Your Data to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

11. Links to Third Party Websites or Resources. The Services (including the Mobile App) may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

12. Termination.

(a) Insightly may terminate these Terms for cause upon thirty (30) days' written notice to you of a material breach if such breach remains uncured at the expiration of such thirty (30) day period.

(b) You may cancel your Account at any time by sending an email to us at contact@insightly.com. We may delete Your Data from the Services within twenty-four (24) hours upon expiration or termination of the Terms. At your request only and within ten (10) days before the effective date of termination of these Terms in accordance with this section, you may request and we will make available to you Your CRM Data as it was available via the Services on the day of termination for export or download. Your Data may not be otherwise recovered once your Account is cancelled or terminated.

(c) Upon any termination, discontinuation or cancellation of the Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

13. Warranty Disclaimers. THE SERVICES, OUR CONTENT, AND YOUR DATA (AS YOUR DATA IS PRESENTED ON THE SERVICES) ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE

FORGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET

ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

14. Indemnity. You will indemnify and hold harmless Insightly and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Our Content, (ii) Your Data, or (iii) your violation of these Terms.

15. Limitation of Liability.

(a) NEITHER INSIGHTLY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, OUR CONTENT, OR YOUR DATA WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OUR CONTENT, OR YOUR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT INSIGHTLY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) IN NO EVENT WILL INSIGHTLY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, OUR CONTENT, OR YOUR DATA EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO INSIGHTLY FOR USE OF THE SERVICES, OUR CONTENT, OR YOUR DATA, OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD AN PAYMENT OBLIGATIONS TO INSIGHTLY, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INSIGHTLY AND YOU.

16. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions.

17. General Terms.

(a) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Insightly and you regarding the Services, Our Content and Your Data, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Insightly and you regarding the Services, Our Content, and Your Data. If we execute an Order Form with you, the terms of the Order Form will take precedence over any terms of the Terms that conflict with the terms of the Order Form. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Insightly's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Insightly may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) Arbitration. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THESE TERMS TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN SAN FRANCISCO, CALIFORNIA BEFORE ARBITRATOR(S). THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES THEN IN EFFECT AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES OR PURSUANT TO JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

(c) Notices. Any notices or other communications provided by Insightly under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made

by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Insightly's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Insightly. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information. If you have any questions about these Terms or the Services, please contact Insightly at contact@insightly.com.

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Choose the right program for you

Per our IT's recommendation 1st year Startup

| | Premium \$1500 <i>Total per year</i> | Ultimate 15% or min \$3000 <i>Total per year</i> | Admin Starts at \$10K <i>Total per year</i> |
|--------------------------------|--|--|--|
| Adoption | 10 Training sessions | 30 Training sessions | Unlimited training sessions |
| Dedicated Success Resources | Designated Customer Success Manager focused on your business and driving adoption | Designated Sr. Customer Success Manager focused on your business and driving adoption Proactive account reviews (4) Dashboard workshop Customer Experience Mapping | Designated Sr. Customer Success Manager focused on your business and driving adoption Proactive account reviews (4) Dashboard workshop Customer Experience Mapping Work with your Insightly Admin team to configure your initial account setup and perform your Insightly Admin needs |
| Support | Email (response time <4 hours) Phone | Email (response time <1 hour) Priority phone (w/ Sr. Support Tech) | Email (response time <1 hour) Priority phone (w/ Sr. Support Tech) |
| VIP Access | | Customer Advisory Board Priority access to new features | Customer Advisory Board Priority access to new features |
| Hands-On Keyboard Admin Work | | | Insightly's Admin team will take care of your daily CRM administrative needs and make sure your CRM processes are up to date. |
| Account Configuration | | | Insightly will work closely with you to understand your specific business needs and will configure your account to support your business's goals and objectives. |
| Additional Support & Resources | 24/7 access to Insightly's Help Center which includes help articles, tutorials, live/recorded webinars and community forums. | | |



Our Success Programs

Customer Success is our top priority at Insightly. Our Success Programs provide guidance, phone support and training to help you get the most out of Insightly CRM. No matter what you want to achieve, there's a Success Program that's perfect for you.

Success Programs connect you with our team of product experts to ensure Insightly CRM helps you achieve your business goals. All customers have access to email-based support, Insightly's comprehensive Help Center and community forums. For additional support and Customer Success resources, we offer the following Success Programs to fit your business needs.

Premium

Designed to help you get started quickly and ensure long-term adoption.

- Direct access to an Insightly expert
- Quick response time for support questions
- Expert guidance on system configuration
- Personalized training

Ultimate

Work directly with a Senior expert to adopt and deploy faster, and achieve your business goals.

- Top priority support
- Customized training
- Proactive account reviews
- Customer Advisory Board membership

Admin

Full service program with dedicated Insightly expert to administer your account.

- Account configuration
- Build workflows and business processes
- Creation and delivery of custom reports
- Monitor data integrity

*For full details, contact sales@insightly.com

Insightly Pricing Plans

| Plus | BEST VALUE | Enterprise |
|---|--|---|
| <p>\$29</p> <p>USD per user/month <i>(billed annually)</i></p> <p>\$35/user/month <i>(billed monthly)</i></p> | <p>\$49</p> <p>USD per user/month <i>(billed annually)</i></p> <p>\$59/user/month <i>(billed monthly)</i></p> | <p>\$99</p> <p>USD per user/month <i>(billed annually)</i></p> <p>\$129/user/month <i>(billed monthly)</i></p> |
| <p>Keep in touch and never drop the ball. Get all the right tools to optimize your message.</p> <ul style="list-style-type: none">• Scheduled emails• 100 custom email templates• Higher record limits• MailChimp auto-import <p>Now you're talking!</p> | <p>Leap forward in productivity and security. Protect your data and automate processes.</p> <ul style="list-style-type: none">• Role-based permissions• Workflow automation• Lead assignment roles• Priority email support <p>Productivity at the professional level.</p> | <p>Contact us and ask how Insightly can give you the best deal for the features and limits you need.</p> <ul style="list-style-type: none">• Unlimited records• Unlimited storage• Dedicated specialist <p>We can help you grow your business to new heights.</p> |
| <p>TRY FOR FREE</p> | <p>TRY FOR FREE</p> | <p>CONTACT SALES</p> |

To speak with a human being, call: **1-888-999-4039**