



The Honest Advantage

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Membership Pack | The GreenStar Alliance | 2017

This GSA Membership is specially prepared for:

Name:

Date:

Business Name:

Phone:

Address:

Membership Type:

GreenStar Alliance Membership

GreenStar Alliance (GSA) Subscription Service Offering

Whether you are an individual sole proprietor, a partnership, corporation, doing business as entity, you can subscribe for a GSA membership. A GSA membership is assigned on a "per business entity" basis. A GSA membership is territory restricted on a case by case basis.

Subscription Terms:

1. Each Business Subscription License (BSL) is assigned to a single named member business before using the benefits provided for the selected subscription level. Two subscription levels are provided. The full list of benefits is listed for each subscription level is found in Exhibit A.
2. The GSA Membership is subject to the terms and conditions of this Agreement, GSA hereby grants You a limited, individual, non-exclusive, simple, non-sub licensable, non-assignable, non-transferable, use of the Membership Benefits solely with the use of the named member or business entity.
3. No Granting of Rights to Third Parties. You will not sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to use the GSA Membership Subscription or any part thereof to any third party.
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6. All title and IP Rights in and to any third-party content that is not contained in the GSA agreement, yet may be accessed through the use any of the GSA platforms, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Clause 6, under subscription terms, survives termination of this Agreement.
7. No Removal of Notices. You agree that You shall not remove, obscure, make illegible or alter any notices or indications of the IP Rights held by GSA, whether such notice or indications are affixed on, contained in or otherwise connected to any existing materials.
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11. You agree that You are solely responsible for (and that GSA has no responsibility to You or to any third party for) any services and/or products You provide using the GSA Membership Subscription.
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13. Nothing in this Agreement grants You any right to use GSA's Promotional Materials, including without limitation GSA's trademarks and logos. This clause 13 survives termination of this Agreement.
14. GSA reserves the right to amend, change, add or remove portions of the Member Subscription Agreement and Additional Terms at any time, on a general or individual basis, for any reason, by publishing the revised Agreement on GSA's Membership Website or by otherwise notifying You of the amendments. Such changes shall be effective immediately upon posting. Continued use of the GSA Membership Subscription shall constitute Your acceptance to be bound by the terms and conditions of the revised End-User License Agreement and Additional Terms. You must constantly monitor GSA's Website to ensure that You are aware of any changes in the GSA Membership Subscription Agreement or any other applicable Additional Terms. In the event You do not agree with any changes in any applicable legal document, You must immediately cease any and all use of the GSA Membership Subscription and, where applicable, any and all use of the GSA Membership resources.
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You are only entitled to the limited use of the IP Rights granted to You in this Agreement. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is in violation of this Agreement, as well as a violation of intellectual property laws and treaties, including without limitation copyright laws and trademark laws.



GreenStar Alliance Membership

secure network protocols of data transmission, compromise the integrity of the GSA security system. This clause 15 survives termination of this Agreement.

16. Password Security. To prevent any unauthorized use of your User Account, You must not share your Password with any third party.

If You suspect that your password is known to someone else, then You should change it immediately to protect the unauthorized access to your User Account.

17. Representations. You represent and warrant that You have the full and unencumbered rights, power and authority to enter into and comply with this Agreement. Furthermore, You represent and warrant that You shall meet Your obligations under this Agreement, as well as any and all laws, regulations and policies that may apply to the use of GSA's Software, the Membership Subscription and/or GSA's Website, at all times.
18. The GSA Membership Subscription requires an Internet connection or alternative method of communication for much of its functionality. You shall be responsible for any and all costs incurred by use of the Internet or 3rd party subscriptions as a result of Your use of the subscription or the GSA Software.
19. INDEMNIFICATION. YOU AGREE TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND GSA, ITS AFFILIATES AND GSA STAFF FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGEMENTS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS, WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISES OUT OF OR RELATES TO (A) VIOLATION OR BREACH OF ANY TERM, OBLIGATION, REPRESENTATION, WARRANTY OR DUTY CONTAINED IN THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION, WHETHER OR NOT REFERENCED HEREIN, OR (B) VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR (C) USE OR MISUSE OF THE GSA MEMBERSHIP, SOFTWARE, OR (D) COMMUNICATION SPREAD BY MEANS OF THE GSA RELATED SOFTWARE. This clause 19 survives termination of this Agreement.
20. No Warranties. YOU AGREE THAT GSA HAS MADE NO EXPRESS WARRANTIES REGARDING THE MEMBERSHIP SUBSCRIPTION AND SOFTWARE WHICH ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; GSA HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE MEMBERSHIP SUBSCRIPTION AND GSA PROVIDED SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. GSA FURTHER DOES NOT

All membership levels will pay a one-time¹ \$500 setup and initiation fee. Pricing is based on an annual membership with two payment options (See Exhibit C for Payment Terms):

We are currently only taking memberships from the North Americas lower forty-eight states, and only in states where this membership is allowed.

REPRESENT OR WARRANT THAT GSA'S SOFTWARE WILL ALWAYS BE AVAILABLE AND ACCESSIBLE, THAT ITS OPERATION WILL BE UNINTERRUPTED, TIMELY, SECURE AND ERROR-FREE OR THAT ANY COMMUNICATION WILL BE COMPLETE AND ACCURATE. NOR DOES GSA WARRANT ANY CONNECTION TO OR TRANSMISSION OF DATA FROM THE INTERNET, MADE THROUGH GSA'S SOFTWARE.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND YOUR RIGHTS AND OBLIGATIONS, AS WELL AS THE TERMS AND CONDITIONS SET FORTH HEREIN. BY INITIALLY THE DESIGNATED PORTION OF EACH PAGE, AND SIGNING THE AGREEMENT, YOU EXPRESSLY CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND GRANT GSA THE RIGHTS SET FORTH HEREIN.

All memberships are based on one year payment in full, or twelve consecutive monthly payments per options outlined below.

- A. GSA Standard Membership – provides access to the GreenStar Goodman equipment discount price book. Provides placement in the GSA Selected Installer List (*Status on this list is based on meeting the GSA Customer Quality Care minimum guidelines*).
 - B. GSA Silver Membership – All benefits and stipulations provided with the Standard Membership; PLUS, the addition of an amazing 5 more percentage points reduced off the GreenStar Goodman equipment discount price book.
 - C. GSA Gold Membership – All benefits and stipulations provided with the Standard and Silver Memberships; PLUS, the addition of an incredible 5 more percentage points reduced off the GreenStar Goodman equipment discount price book.
- A. GSA Standard Membership is option 1 - \$150/month, option 2 - \$1,500/year (*making the annual payment saves you \$300 per year*).
 - B. GSA Silver Membership is option 2 - \$295/month, option 2 - \$2,950/year (*making the annual payment saves you \$590 per year*).
 - C. GSA Gold Membership is option 3 – \$525/month, option 3 - \$5,250 (*making the annual payment saves you \$1,050 per year*).

With the special Standard, Silver, or Gold GSA membership price book for your specific membership level, you will be able to provide incredible savings to your customers while adding the value of a powerfully backed network. GSA will post monthly bulletins, or more often if the need arises, loaded with the best HVAC solutions, quality installation inspection guidelines, special Goodman discount offers, and more.

All the information will be provided to you in detail with your subscription as part of your membership kit. GreenStar will cover the price of normal first class postage, and will provide you the option to have your membership kit expedited for a nominal fee.

¹ The "one-time" setup and initiation fee is based on the respective member maintaining the membership without interruption. If the membership is stopped for any reason, the one-time fee will be required just as if establishing a completely new membership account. All members are required to complete the discovery questionnaire and comply with the membership agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

_____	_____
Print Member Name (or Business Name)	Print GSA Authorized Representative Name
_____	_____
Signature	Signature
Title: _____	Title: _____

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