



300 E Royal Ln, # 127, Irving, Texas 75039 | [www.bluemailmedia.com](http://www.bluemailmedia.com) | 1-888-494-0588

Client Details	Date: June 30 <sup>th</sup> , 2016
<b>Justin Mitchell   Director of Marketing</b> Data Ray Inc., 1141 SE Grand Blvd Suite 105, Oklahoma City, Oklahoma 73129 O: 800-477-5317   F: 405-677-9463   E: <a href="mailto:justinm@datarayusa.com">justinm@datarayusa.com</a>   W: <a href="http://www.datarayusa.com">http://www.datarayusa.com</a>	

Solution Provided: CustomPro

- ✓ Custom built list      ✓ Validated & qualified contacts      ✓ 85% Accuracy      ✓ Comprehensive data coverage

Criteria/Requirement:		
<b>Region:</b> Kentucky		
<b>Industry:</b> Healthcare		
<b>Job Functions/Titles:</b> Dentists, Chief Medical Officers, CVD titles (Chiefs, VPs, Directors) Medicine and Pharmacy/Pharmacies, Healthcare CEOs/Chairman/Presidents and equivalent titles		
Delivery Mode	Volume	Price
5-7 Business Days after receipt of payment. Contacts to be delivered in separate Excel files; grouped by titles	2,040 Records	<b>\$ 1,995.00</b>
List Credit for future requirements	2,960 Records	
Data Fields covered in the list		
1. Contact Name	2. Title	3. Company
4. Work Email	5. Work Phone Number	6. Work Address
7. Company Website	8. Industry	9. Industry Code(SIC/NAICS)
10. Number of Employees	11. Revenue	
Invoice:		
The invoice with payment instructions will be raised upon receipt of a signed copy of this List acquisition document.		

Drafted and approved by:  
Lance Rogers, Sales Manager – Blue Mail Media Inc.

Client Signature  
Name & Title



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## Terms and conditions

### 1. Payment:

- 1.1. Payment can only be made through Check or Wire Transfers.
- 1.2. Client will make upfront payment to Blue Mail Media Inc. for the List Acquisition.
- 1.3. For the Data Hygiene solutions, Blue Mail Media Inc. will raise an invoice upon project completion with details about the accounts and contacts appended. Payment will be due prior to delivery.
- 1.4. The remaining balance, if any, is payable by Client prior to delivery. At any time during this service, Client can pay the remaining balance, if any and take the delivery of the remaining marketing database.

### 2. Quality assurance:

- 2.1. For *DemandNXT* solutions, deliverable leads will be predetermined and mutually agreed upon by Blue Mail Media Inc. and the buyer. The definition of a "lead" will also have to be established and documented prior to sign up.
- 2.2. *CustomPro* and *Data Hygiene* solutions come with 80%+ and (60-80%) delivery and accuracy guarantees respectively. Undeliverable (hard bounce) emails and inaccurate contacts will be replaced when brought to attention within 30 days from the date of delivery of the respective solution.
  - 2.2.1. In the event of unavailability of data for the pre-set requirement criteria replacements; the requirement criteria can be expanded to acquire replacements.

### 3. Dispute Resolution

- 3.1. Indemnity: Either party\* hereby agrees to indemnify, defend and hold harmless the other, its agents, trustees and employees from any and all liability, loss, damage and expenses (Including, but not limited to attorney fees) that either party may suffer as a result of claims, demands, costs or judgments which may be made or instituted against the other or its agents, trustees and employees as a result of other party's negligence, action, failure to act that might give rise to such liabilities.
- 3.2. In case of any disputes, controversy, claims or breach arising out of or in relation to this purchase including disputes regarding interpretation, construction, existence and validity thereof, between the parties (hereinafter collectively referred to as Disputes), the parties shall first attempt to resolve the Dispute through mutual discussions.
- 3.3. In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen (15) days of such meeting of the parties then such Disputes, shall be referred to Arbitration by a prior written notice by either of the parties issuing the same to the other. A sole Arbitrator shall be mutually appointed by parties to resolve such dispute and the seat of Arbitration shall be Irving, TX, USA. All Arbitration proceedings for the disputes between the parties shall be in accordance with the provision of The Arbitration and Conciliation Act, TX. The Award passed by the Arbitrator shall be final and binding on the parties.

\*Party/Parties imply Blue Mail Media Inc./Client or the two collectively.

## End of Document

Drafted and approved by:  
Lance Rogers, Sales Manager – Blue Mail Media Inc.

Client Signature  
Name & Title