

Work Order

Solution provided by Blue Mail Media

Custom list building solution

Providing custom list or customer profiling service as per clients' target criteria. The custom list will have company name, contact name, phone number, address, industry/SIC code, NAICS code, revenue/employee size, email address, Linked-In profile (optional). The list will be delivered in excel for access as per Clients' convenience.

Criteria

Contact list of University & College Librarians

Geography: USA, Canada, Europe and Asia

Data Volume: 9,351

Package details:

Package Details	Amount
Custom list building - Custom list will have company name, contact name, Job title, email address, company name, mailing address, city, state, phone, industry, SIC/NAICS code, Revenue and employee size.	\$ 2,000 USD
Total number of contacts: 9,351	

Service Agreement

This agreement dated on **18 day of May, 2017**, by and between **JoVE** having its office at **Cambridge, MA** herein represented by Mr/**MS. Alice Lin** hereinafter referred to as the "**Client**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **ONE PART**

And

Blue Mail media Inc., having its office at 300, E Royal Ln #127, Irving, TX, 75039 (hereinafter referred as "**Blue Mail Media**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the OTHER PART.

The Client and Blue Mail media shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Blue Mail Media is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Blue Mail Media for the purpose engaging the latter to provide to the Client the services offered by Blue Mail Media and Blue Mail Media has agreed to provide such services to the Client;

AND WHEREAS, the parties are now entering into this Agreement to record the Terms and Conditions of their understanding.

1. **Fees:** Client will make upfront payment to Blue Mail Media based on the option selected by client on the work order. The remaining balance if any is payable to Client prior to completion. At any time during this service, Client can pay the remaining balance if any and take the delivery of the remaining marketing database. No refund available for the services offered by Blue Mail Media.

2. **Record accuracy:** Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Blue Mail Media gives 85% accuracy guarantee on emails. Blue Mail Media will guarantee a complete replacement on any inaccurate data and undeliverable (only hard bounce) emails beyond this limit if returned within 30 days from the date of delivery of the marketing data file. In case Blue Mail Media

doesn't have records to replace, Client can expand the criteria and get the replacements.

3. **Payment:** Client will make the payment through Checks or by wire transfer.

4. **Delivery of file/service:** Delivery of the file/service within 4-5 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc.)

5. **Indemnity:** Either party here by agrees to indemnify, defend and hold harmless the other, it's agents, trustees and employees from any direct 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.

6. **Dispute Resolution**

6.1: In case of any disputes, controversy, claims or breach arising out of or in relation to this Agreement 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.


6.2 In case the parties fail to resolve the Dispute through the aforementioned manner within a period of fifteen 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 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.

Business Communication coordination

All communications between the parties will be carried out through the following designated coordinators:

Business Coordination			
For Blue Mail Media		For Client	
Name	Raymond Lee	Name	Alice Lin
Title	Account Manager	Title	Director of Marketing
Address	300, E Royal Ln #127 Irving, TX, 75039	Address	N.A
Phone	+1 469 209 6584	Phone	+1 617 401 9936
Fax	888 635 3008	Fax	
Email	raymond.l@bluemailmedia.com	Email	alice.lin@jove.com

Accepted By:

 Signature		Date 5/18/17
Name:	Alice Lin	
Title:	Director of Marketing	
Client	JoVE	