

Work Order

Statement of work (SOW)

This STATEMENT OF WORK ("SOW") dated on 20th day of April, 2016 by and between **Blue Mail Media Inc.**, having its office at 300 E Royal Ln #127, Irving, Texas 75039 (hereinafter referred as 'Blue Mail Media') and **Wurth IT** having its office at A/402, Go Square, Kaspte wasti ,wakad, Pune 411057, Maharashtra ,India

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.

Target criteria:

Target Criteria: 1

Technology used: SAP
Titles: IT decision makers (max 2 contacts per company)
Geo: UAE
Number of records: 550 contacts

Target criteria: 2

Technology used: SAP Hybris
Titles: IT decision makers (max 2 contacts per company)
Geo: USA
Number of records: 360 contacts

Target criteria: 3

Technology used: SAP
Titles: IT decision makers (max 2 contacts per company)
Industry: Manufacturing, Automobile, Insurance
Geo: USA
Number of records: 1,590

SI	Package Details	Price
1	Target criteria: 1+2+3 Custom list building without Linked-in profiles- Custom list will have company name, contact name, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size. Total: 2,500 contacts	USD 2,000

Service Agreement

This agreement dated on 20th day of April 2016, by and between Wurth IT, having its office A/402, Go Square, Kaspte wasti, wakad, Pune 411057, Maharashtra, India herein represented by its authorized representative Mr. Abhishek Bhate hereafter 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 herein represented by its authorized representative and VP Marketing- Mr. Preeth Poovani (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, the Client is in the business of online marketing services providing opt-in email, lead generation and online ad display/banner placements.

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 payment to Blue Mail Media after receipt of TRC copy. Blue Media will deliver the data for UAE after signing of the contract and the rest of the data will be delivered after receipt of TRC copy and payment by the client.

2. **Tax:** Prices quoted are Net off TdS (WHT) and deductions if any should be suitably marked up to the quotation price.

3. **Record accuracy:** Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Blue Mail Media gives 80% accuracy guarantee and 80% Delivery guarantee on emails. Blue Mail Media guarantees a replacement for 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.

4. **Deployment of campaign:** Blue Mail Media needs an approval to run the campaign from Client 5 days in advance

4. **Delivery of file/service:** Immediate Delivery of the file/service for UAE data and delivery of rest of the data within 6-8 business days from the submission of TRC copy by Blue mail Media and 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 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 against either party.

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	Ricky Read	Name	Lalit Gosavi
Title	Account Manager	Title	Director Marketing
Address	300, E Royal Ln #127, Irving, TX, 75039	Address	
Phone	229-207-0499	Phone	Cell-+91 - 7030900233 : 9890 008314 UAE - +971-52-5840082
Fax		Fax	
Email	ricky@bluemailmedia.com	Email	lalit.gosavi@wurth-it.in

Accepted By:

<p>.....</p> <p>Signature Date</p>		<p>  Signature Date 19/04/16 </p>	
<p>Name: Preeth Poovani Title: VP Marketing Blue Mail media Inc</p>		<p>  Name: Abhishek Bhate Title: Managing Director Wurth IT India Pvt. Ltd. </p>	