



Work Order
Service Agreement

This agreement dated on ____ day of January, 2017, by and between Synopsys, Inc. having its office at 690 E. Middlefield Road, Mountain View, CA 94043, 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

Thomson Data LLC, having its office at 4512 Legacy Drive, Suite 100 Plano, TX 75024 herein represented by its authorized representative and Account Manager- Mr. George Mathews (hereinafter referred as "**Thomson Data**" which expression shall unless repugnant to the context or meaning thereof shall include its affiliates, representatives, successors and permitted assigns) of the **OTHER PART**.

Solution provided by Thomson Data

Custom list building

Providing custom list 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:

Application type: HP fortify users list Geo: USA No of records available: 5,240

Service details

SI	Package Details	Amount
1	Target Criteria: 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, application type No of contacts: 5,240	\$ 2,882

Terms and Conditions

The Client and Thomson Data shall jointly be referred as "**Parties**" and individually as "**Party**", as the context may require.

WHEREAS, Thomson Data is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached Thomson Data for the purpose engaging the latter to provide to the Client the services offered by Thomson Data and Thomson Data 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 Thomson Data 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. There is no refund available for Thomson Data's services.

2. Record accuracy: Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Thomson Data gives 85%+ accuracy guarantee. Thomson Data guarantees a replacement for any inaccurate data beyond this limit and replacement for all the undeliverable emails (only hard bounce) if returned within 30 days from the date of delivery of the marketing data file. In case Thomson Data doesn't have records to replace, Client can expand the criteria and get the replacements.

3. Deployment of campaign (Applicable for email campaign service): Thomson Data needs an approval to run the campaign from Client 5 days in advance

4. Delivery of file/service: Delivery of the file/service within 7 business days from the receipt of the payment. Client can choose the file format (Ex: excel, access etc)



5. 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 or willful misconduct. The total liability of either party for damages arising out of or relating to this agreement shall not exceed the aggregate fees paid or payable by Client to Thomson Data for proper performance hereunder. Under no circumstances shall either party be liable for any special, incidental, consequential, or non-direct damages arising in any way out of this agreement, however caused, including, without limitation, damages for lost profits, or loss of data.

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.

Business Communication:

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

Business Coordination			
For Thomson Data LLC		For Client	
Name	George Mathews	Name	Marie Peters
Title	Senior Account Manager	Title	Marketing Specialist
Address	4512 Legacy Drive, Suite 100 Plano, TX 75024	Address	
Phone	1-469-209-6587	Phone	703.404.9293
Fax		Fax	
Email	george@thomsondata.com	Email	mariep@synopsys.com

Accepted By:



.....	
Signature	Date
Name: _____	
Title: _____	
Client Synopsys, Inc.	