

ORDER SCHEDULE TO BLUE MAIL MEDIA SERVICE AGREEMENT

Customer Name: Mobilyte Inc.
Customer No.: 99733

Contract No: 65685
Date: 16th October, 2016

Customer Ship to address		Customer Billing address	
Attention	Daisy Sehgal	Attention	Daisy Sehgal
Email	Daisy.sehgal@mobilyte.com	Email	Daisy.sehgal@mobilyte.com
Phone	1-510-370-2222	Phone	1-510-370-2222
Address	5201 Great America Parkway Suite 320 Santa Clara, CA, 95054	Address	5201 Great America Parkway Suite 320 Santa Clara, CA, 95054

Order is for:

- | | | |
|--|--|---|
| <input type="checkbox"/> Lead Generation | <input checked="" type="checkbox"/> Custom Email lists | <input type="checkbox"/> Data Appending |
| <input type="checkbox"/> Contact Appending | <input type="checkbox"/> Customer Profiling | <input type="checkbox"/> Lead Scoring |
| <input type="checkbox"/> Tele-Marketing | <input type="checkbox"/> Email Marketing | |

Solution provided by Blue Mail Media:

Custom Business records

List type: Technology list

Application: Salesforce CRM users list

GEO: USA

Titles: IT decision makers only (CVD contacts only)

No. of contacts: 13,740

Package details:	
Description	Price
List Acquisition: Custom records with Contact name, title, Company name, mailing address, phone, email, website, Employees, annual sales, SIC/ NAICS code, Industry and application type	\$3,847.00
Total contacts: 13,740 records @ \$280 CPM	

Project Contact:

Name: Varghese Thomas

Title: Director

Phone: 214-396-5656

Email: Varghese.t@bluemailmedia.com

Customer:

Signature.....

Date:

Service Agreement

This agreement dated on 16th day of October, 2016, by and between Mobilyte Inc located at 5201 Great America Parkway Suite 320 Santa Clara, CA, 95054 herein represented by its authorized representatives Daisy Sehgal 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., located at 300, E Royal Ln #127, Irving, TX, 75039 herein represented by its authorized representative - Varghese Thomas, Director (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 Blue Mail Media is a full service Digital Marketing firm offering Marketing database and data enhancement services for clients globally.

WHEREAS, the Client approached the Blue Mail Media for the purpose of engaging the latter to provide the services offered by the 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.
2. Email Deliverability and accuracy: At Blue Mail Media we verify every list at the time of delivery and check the emails for compliance and deliverability. Therefore, client can expect 80%+ deliverability on the emails provided. 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 data file. In case Blue Mail Media doesn't have sufficient records for replacements, Client can expand the criteria and get the replacements.
3. Cancellation fee: There will be a cancellation fee of \$1000 if the client decides to cancel the order once the order has been initiated.
4. Delivery of file/service: Delivery of the file/service within 6-10 business days from the date of 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 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 Plano, 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.

Customer:

Signature.....

Name:

Title:

Date:

Blue Mail Media Inc.

Signature:

Name:

Title:

Date: