

## ORDER SCHEDULE BLUE MAIL MEDIA SERVICE AGREEMENT

Customer Name: StatX Inc.

Customer No.: 08742

Contract No: 651017

Date: February 10th, 2017

Customer Ship to address		Customer Billing address	
Attention	Dipendra Nigam	Attention	Dipendra Nigam
Email	dipendra.nigam@statx.io	Email	dipendra.nigam@statx.io
Phone	T.+1-415 625 3080	Phone	T.+1-415 625 3080
Address	4633 Old Ironsides Dr Santa Clara, CA 95054 United States.	Address	4633 Old Ironsides Dr Santa Clara, CA 95054 United States.

Address	CA 95054 United States.	Address	CA 95054 United States.	
Order is for:				
☐ Lead Generation	☑ Custom Email list	S	☐ Data Appending	
Contact Appendin	g 🗆 Customer Profilir	g	☐ Lead Scoring	
☐ Tele-Marketing	$\square$ Email Marketing			
Solution provided by	Blue Mail Media:			
Custom Business rec	ords			
Geo: USA only	e users who are CPAs and Accountants			
SIC Code 8721: Ac	counting, Auditing, and Bookkeeping So	ervices		

Exceptional Title: NOT "staff accountant" and Titles which has "Tax" mentioned in them.

Package details:					
	Description	Price			
★ List Purchase	List Acquisition: custom email records with contact name, title, Company name, mailing address, phone, email, website, Employees, annual sales, SIC/ NAICS code, Industry and application type  Total contacts: 6,358 records minimum.	\$ 2,836.00			
☐ List Purchase + Biannual Update Package	Two updates once in 6 months. One time update costs you \$750.  Note: Any additional contacts would cost you 30 cents per contact.	<b>\$ 4,336</b> (\$ 2,836 +\$1,500)			

## **Project Contact:**

Name: Merlyn John

Title: Business Development Consultant

Phone: +1 469-209-6584

Email:merlyn.john@bluemailmedia.com

Company size: 3+ employees

No. of records: 6,358 records minimum



## **Service Agreement**

This agreement dated on January 23, 2017, by and between StatX Inc. located at 4633 Old Ironsides Dr Santa Clara, CA 95054 United States. herein represented by its authorized representative Dipendra Nigam 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 – Merlyn John, Business Development Consultant (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 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. Record accuracy: Given the nature of industry even a perfect verified marketing database could have 15% inaccurate data. However, Blue Mail Media gives 85%+ accuracy guarantee and 85%+ 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. No refunds will be issued however.
- 3. Deployment of campaign: Blue Mail Media needs an approval to run the campaign from Client 5 days in advance
- 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: .....

Dipendra Nigam

Title:

Chief Marketing Officer

Date: ..

February 13, 2017