

**ORDER SCHEDULE  
TO THOMSON DATA SERVICE AGREEMENT**

Customer Name: Aptiris Inc.  
Customer No.: 9975

Contract No.:55980  
Date: 30th July, 2016

<u>Customer Ship to Address</u>		<u>Customer Billing address</u>	
Attention:	Gary Falcon	Attention:	Gary Falcon
Phone	877.864.3534 ext 44	Phone	877.864.3534 ext 44
Email:	gfalcon@aptiris.com	Email:	gfalcon@aptiris.com
Address:	2107 N. Decatur Road, Suite 442 Decatur, GA 30033-5305	Address:	2107 N. Decatur Road, Suite 442 Decatur, GA 30033-5305

**Order is for:**

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

**Solution provided by Thomson Data:**

Custom B2B list with Postal, Phone and Email address.

Industry: Private K12 Schools

Geo: US only

Titles: Decision making contacts

No. of records: 16,240

<b>Package Options:</b>		
<b>Sl.No.</b>	<b>Description</b>	<b>Price</b>
<input type="checkbox"/>	List Acquisition: Custom Email records with Contact name, Title, Company name, Mailing address, Phone number, Email address, website, industry/SIC code, NAICS code, revenue/employee size. Total contacts: 16,240 records @ \$300 CPM	\$4,872.00

**Project Contact:**

Name: Kritika Mittal  
Title: Account Manager  
Phone: 469-209-6586  
Email: kritika.mittal@thomsondata.com

### Service Agreement

This agreement dated on 22nd day of June, 2016, by and between **Aptiris Inc.** having its office at 2107 N. Decatur Road, Suite 442, Decatur, GA 30033 herein represented by its authorized representative Gary Falcon 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 - Kritika Mittal (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**.

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.
2. **Record accuracy:** Given the nature of industry even a perfect verified marketing data could have 20% inaccurate data. However, Thomson Data gives 80%+ accuracy guarantee and 80%+ Delivery guarantee on emails. Thomson Data 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 Thomson Data doesn't have records to replace, Client can expand the criteria and get the replacements.
3. **Deployment of campaign:** 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 6-10 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 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: .....

**Thomson Data LLC.**

Signature: .....

Name: .....

Title: .....

Date: .....