

Work Order

Statement of work (SOW)

This STATEMENT OF WORK ("SOW") dated on day of day

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 (optional), Linked-In profile (optional). The list will be delivered in excel for access as per Clients' convenience.

Criteria

Titles: Director+ Titles: Manager+ Employee size: 5,000+ Employee size: All Geo: London, UK Geo: Nigeria Quantity: 2,000 Quantity: 3,625 Titles: Director+ Titles: Director+ Employee size: 1,000+ Employee size: 5,000 Geo: Switzerland, Sweden, Japan, Brazil, UAE Industry: MFG/Inv. Banking & Venture Capital, Personal Financial Planning & Quantity: Switzerland: 2,810: Sweden: 1,130: Japan: Private Banking, Securities Agents & Brokers/Insurance 5,150 : brazil: 2,575 : UAE: 1,775 Geo: NY Quantity: 10,000 Titles: Director+ Employee size: 1,500+ Titles: Director+ Geo: Germany, Australia Employee size: 5,000 Quantity: Germany-2,980: Australia: 3,150 Industry: Energy & Utilities/Pharmaceuticals Geo: NJ Quantity: 2,250 Titles: Manager+ Employee size: 1,000+ Geo: Mexico Titles: Director+ Quantity: 950 Employee size: 5,000 Industry: Investment Banking and Venture Capital Geo: CA Quantity: 2,250

Package details:

Package Details	Amount	
contact name, title, company name, and only state and country and email address Total number of contacts: 40,645	USD 8,129	

Service Agreement

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, 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 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 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.
- 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 6-8 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 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	Nick Dratch		
Title	Account Manager	Title	Associate Director, Marketing		
Address	300, E Royal Ln #127, Irving, TX, 75039	Address			
Phone	214-396-5615	Phone	212-854-1654		
Fax		Fax			
Email	ricky@bluemailmedia.com	Email	nrd2110@columbia.edu		

Accepted By:

puth Poor	7/25/2016	Signature	7 / 2 (4/16)	
Signature	Date		Date	
Name: Preeth Poovani Title: VP Marketing Blue Mail media Inc		Name: Nick Drait Marketing Title: Assoc. Director, Marketing Client		