



## Work Order

### Service Agreement

This agreement dated on 16 day of December, 2016, by and between Ellucian having its office at 4375 Fair Lakes Court Fairfax VA 22033 herein represented by its authorized representative Mr/Ms 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

#### Customer profiling with Tele verification

Providing custom list or customer profiling service with tele verification service as per clients' target criteria.

**Client will provide:** Institution name, mailing address, Main phone, fax, url.

Thomson Data will gather following information:

**1. Company level information**

- Institution type –B2 - Public 2 Year, B4 - Public 4 Year, FD – Foundation, FP - For Profit, NP - Non-Profit, V2 - Private 2 Year, V4 - Private 4 Year
- Full address in different columns (street, city, state, postal code, country)
- Established date
- Total Enrollment
- Tuition
- Revenue
- url
- Main phone
- Main fax

**2. Contact level information:** Customer will provide set of job titles. Thomson Data have to provide 8-10 contacts/company.

- First name
- Last name
- Email
- Job title
- Direct phone number (wherever available)
- Job titles:
  - CEO/President/Chancellor
  - Chief Academic Officer
  - Director of Admissions / Director of Enrollment / Registrar
  - Chief Financial/Business Officer/Head of Finance
  - Chief of Operations or Administration
  - CIO/Director, Information Office / Director Computing & Information Management
  - Purchasing Director / Head of Procurement
  - Chief of Human Resources Officer / Chief of Staff
  - Director Workforce Development / Head of Continuing Education
  - Director Institutional Assessment
  - Chair of Advising, Student Success / Student Affairs

Note: If Thomson Data doesn't get above job title/job titles or if the above job title/job titles doesn't exist for the institutions, Client shall provide additional job titles to meet the numbers

**DELIVERABLES:**

Spreadsheet including contact level and company/institution level information (Above Point 1 and 2)

**Outcome:**

Europe: 500 company level information 5,000 contact level information	Delivery date: 31 <sup>st</sup> Jan 2017
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**Service details**

SI	Package Details	Amount
1	Custom list solution with Tele verification	\$ 17,000 (Original price: \$18,500)

**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. Delivery of file/service: Delivery of the file/service on or before 31<sup>st</sup> Jan 2017. If there is any delay due to unavoidable circumstances, Thomson Data will inform the Client in advance and Client shall give the revised delivery date.

3. 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.

**4. Dispute Resolution**

4.1: 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.

4.2 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.

**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	Gabriela Geron
Title	Senior Account Manager	Title	Director, Engagement Strategy
Address	4512 Legacy Drive, Suite 100 Plano, TX	Address	4 Country View Road, Malvern,



	75024		PA 19355
Phone	1-469-209-6587	Phone	610.578.5361
Fax		Fax	
Email	george@esalesdata.com	Email	gabriela.geron@ellucian.com

Accepted By:

DocuSigned by: <i>Jason Orsin</i> .....9D09319AD462483.....	
Signature	Date 12/16/2016
Name: _____ Jason Orsin	
Title: _____ Director, Strategic	
Sourcing _____	
Client _____	