

# ORDER SCHEDULE TO THOMSON DATA SERVICE AGREEMENT

Customer Name: WinGreen Marketing Systems, LLC  
Customer No.: 99747

Contract No.: 55983  
Date: 18th July 2016

Customer Ship to Address		Customer Billing address	
Attention:	Don Montgomery	Attention:	Don Montgomery
Phone	610-810-1707	Phone	610-810-1707
Email:	d.montgomery@wingreenmarketing.com	Email:	d.montgomery@wingreenmarketing.com
Address:	6 Queen Anne Rd. Harwich, MA 02645	Address:	6 Queen Anne Rd. Harwich, MA 02645

## Order is for:

- ☒ Email lists
 ☐ Email Marketing
 ☐ Email Appending  
☐ Customer Profiling
 ☐ Lead Generation
 ☐ Data Appending

## Solution provided by Thomson Data:

Custom records (B2B) – Technology based.

Application type: CMO Software users

Job titles: Management/ Decision making contacts  
150 contacts targeting VPs and directors - "health and safety"

Industry: Any

Geography : USA excluding Hawaii and Alaska

No. of records : 1,500

Data Fields: Contact name, title, Company name, mailing address, phone, email, website, Employees, annual sales, SIC/ NAICS code and Industry

Package Options:		
Select your option	Description	Price
<input type="checkbox"/>	<b>List Acquisition:</b> Custom Email records with Contact name, Title, Company name, Mailing address, Phone number, Email address, website, industry/SIC code, NAICS code, revenue/employee size and Application type. Total contacts: 1500 @ USD 934 CPM	<b>\$1,400.00</b>

## Project Contact:

Name: Varghese Thomas  
 Title: Account Manager  
 Phone: 214-396-5656  
 Email: Varghese.thomas@thomsondata.com

## Service Agreement

This agreement dated on 18<sup>th</sup> day of July, 2016, by and between WinGreen Marketing Systems, LLC. having its office at 6 Queen Anne Rd., Harwich, MA 02645 herein represented by its authorized representative Mr. Don Montgomery 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. Varghese Thomas (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: .....