# Blue Mail Media

#### Work Order

#### Statement of work (SOW)

This STATEMENT OF WORK ("SOW") dated on 3 day of my, 2016 by and between Blue Mail Media Inc., having its office at 300 E Royal Ln #127, Irving, Texas 75039 (hereinafter referred as 'Blue Mail Media') and Eclipse Direct Marketing having its office at 173 Mineola Blvd, Suite 402, Mineola, NY 11501 (herein after called Client).

#### 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.

#### Email campaign

Deploying the email campaign for the clients target audience.

#### Target criteria:

#### Criteria -1

## Hong Kong:

Administration, Purchasing Department, CIO, IT Decision Makers titles, For employee size that fall between 1-10, we should consider CEO over IT Manager title. Max 2 per company Employee size: 1-99

Verticals: Services, Construction, wholesale Counts: 850 (Max 3 contacts per company)

## Criteria -2

#### Indonesia:

Administration, Purchasing Department, CIO, IT Decision Makers titles. Max 2 contacts per company. For employee size that fall between 1-10, we should consider CEO over IT Manager/Admin title Employee Size 1-999

Industry: Agriculture, Mining, Wholesale,

Construction

Counts: 610 (Max 3 contacts per company)

#### Criteria -3

# Malaysia:

Administration, Purchasing Department, CIO, IT Decision Makers titles, max 2 per company, For employee size that fall between 1-10, we should consider CEO over IT Manager/Admin title

Employee Size 1-99

Industry: Agriculture, Mining, Other Services,

Wholesale

Counts: 750 (Max 3 contacts per company)

# Criteria -4

#### Singapore:

Administration, Purchasing Department, CIO, IT Decision Makers titles, max 2 per company, For employee size that fall between 1-10, we should consider CEO over IT Manager/Admin title Employee Size 1-999

Industry: Real Estate, F&B Retail, Construction,

Transportation, Wholesale

Counts: 1,750 (Max 3 contacts per company)

# Criteria -5

## Thailand:

Administration, Purchasing Department, CIO, IT Decision Makers titles, 2 per company in the below Verticals, 2 per company, For employee size that fall between 1-10, we should consider CEO over IT Manager/Admin title

Employee Size 1-999

Industry: Services, Agriculture, Mining,

Wholesale

Counts: 2,250 (Max 3 contacts per company)



#### Package details:

SI	Package Details	Price after discount
list (without	Target Criteria 1 to 5: Custom list building without Linked-in profiles- Custom list will have company name, contact name, phone number, address, email, industry/SIC code, NAICS code, revenue/employee size. Total number of contacts: 6,250 USD 950 CPM with email address-billing for 5,888 contacts (previous order adjustment)	USD 4,252

SI	Package Details	Package price	Reseller discount	Price after discount
2. Email campaign	Target Criteria 1 to 5: 1.Email transmission fee, which includes proofing off of creatives, personalization, hosting images, running a suppression file, the broadcast, all reports and tracking, etc) 2. All the leads, opens, clickthroughs will be provided to the customer 3. Template will be designed according to customers' requirement. Only after the final approval of the template, date and time, campaign will be started  Campaign cost will be USD 1,500* each: USD 3,000  *Above campaign price is valid only if the Client acquire the list and Blue Mail Media will deploy the campaign	USD 3,000	15%	USD 2,550

TOTAL AMOUNT TO BE PAID AFTER DISCOUNT (SI 1 + 2)	USD 6,804			
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	Claudia Felix		
Title	Account Manager	Title	Marketing Account Coordinator		
Address	300, E Royal Ln #127, Irving, TX,	Address	173 Mineola Blvd., Suite 402		
	75039		Mineola, NY, 11501		
Phone	229-207-0499	Phone	212-931-8344 Ext. 5		
Fax		Fax	516-493-9192		
Email	ricky@bluemailmedia.com	Email	cfelix@eclipsedm.com		

#### Accepted By:

puth poores	3/2/2020	and Stick	Date 5/3/16	
Signature	Date			
Name: Preeth Poovani Title: VP Marketing Blue Mail media Inc		Name: Claudia Telix Title: Makeling Account Coordinato Client Eclipse Direct Makeling		