



Work Order
Service Agreement

This agreement dated on 23rd day of January, 2017, by and between **Netwrix Corporation** having its office at 300 Spectrum Center Drive, Suite 1100, Irvine, CA 92618 herein represented by its authorized representative and CFO, Mr. Brian Helwig, 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

Email Campaign service

Providing Email campaign service as per Clients target criteria

Target criteria:

Job titles: system administrator, network administrator
Industry: healthcare, public companies, governmental organizations, education sector, financial and banking sector
Countries: USA
No of contacts available: 170,450 contacts

Service details

Options (Select)	Package Details	Amount
<input type="checkbox"/> 1	4 campaigns targeting 100,000 contacts/campaign (same contacts)	\$ 4,600+\$350
<input type="checkbox"/> 2	3 campaigns targeting 100,000 contacts/campaign (same contacts)	\$ 3,550+\$350
<input checked="" type="checkbox"/> 3	3 campaigns targeting 50,000 contacts/campaign (same contacts)	\$2,750+\$350

*Additional USD 350 transmission fee(email transmission fee, which includes proofing off of creatives, personalization, hosting images, running a suppression file, the broadcast, all reports and tracking, etc.)

*Minimum 3 campaigns recommended to the same contacts.

*We recommend sending multiple campaigns for the same list to generate more response

*All the leads, opens, clickthroughs will be provided to the customer.

*Template will be designed according to customers' requirement. Only after the final approval of the template, date and time, campaign will be launched.

*Running the campaign: Thomson Data needs an approval to run the campaigns 5 days in advance

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. Deployment of campaign (Applicable for email campaign service): Thomson Data needs an approval to run the campaign from Client 5 days in advance

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	Anastasia Antonova
Title	Senior Account Manager	Title	Advertising and Social Media Marketing Team Lead
Address	4512 Legacy Drive, Suite 100 Plano, TX 75024	Address	300 Spectrum Center Drive, Suite 1100, Irvine, CA 92618
Phone	1-469-209-6587	Phone	1-949-407-5125 x4006
Fax		Fax	
Email	george@thomsondata.com	Email	anastasia.antonova@netwrix.com

Text

Accepted By:

	
Signature	Date 02/01/2017
Name: Michael Fimin Title: CEO Client	