

Service Description: Studio Streaming Virtual Events and Webcasting Services

Intrado Digital Media or its Affiliate(s) (“Notified”) will provide the Studio Streaming Virtual Events and Webcasting Services (“Studio Services”) set forth in the applicable Order Form and as provided therein and in accordance with this Service Description. Capitalized terms used in this Service Description not otherwise defined herein shall have the definitions specified in the Order Form. In case of conflict between this Service Description and the Order Form, the Order Form shall control.

Online Event Services. Notified offers a real-time, interactive online communication programs and events hosted on a Software-as-a-Service (SaaS) basis (the “Services”). Customer may use the Studio Services to run online event(s) having the characteristics and features specified in the Order Form (each an “Event”). Unless provided for otherwise in the Order Form, each Event will be available on the hosted services platform for a period of twelve (12) months after the Event date.

Virtual Event Services

Notified Virtual Events is a Studio Service with two design options: (i) 3D or (ii) Responsive Design. Additionally, Notified offers two packages: Essential and Expert.

VIRTUAL EVENTS ESSENTIALS	VIRTUAL EVENTS EXPERT
Standard Registration; Event Themes; Spaces (Theater, Resource Center, Help Desk); Lobby; Email Communications (Reg Conf., Reminders, Post Event); Display Ads; Social Media; Event Features (Group Chat, Presentation Tracks, Surveys); Mobile Access; Standard Metrics; Sponsor Directory Only	Standard Registration; Event Themes; All Spaces; Sponsor Spaces (up to 20 Booths); Email Communications (Reg Conf., Reminders, Post Event); Announcements; Marquees, Games (Trivia, Puzzles); Badging (Up to 10 Achievement, Identification, Credential); Display Ads; Social Media; Event Features (Group Chat, Presentation Tracks, Surveys); Mobile Access; Standard Metrics; Sponsor directory and Booth.

A full list of Virtual Event Product Features by package is available at <https://www.intrado.com/en/virtual-events>.

Virtual Event Attendee overages will be billed:

	VIRTUAL EVENTS ESSENTIALS	VIRTUAL EVENTS EXPERT
Extra 100 Attendees -over 500	\$1,235	\$2,470
Extra 100 Attendees -over 1,000	\$925	\$1,850
Extra 100 Attendees -over 3,000	\$460	\$925

1:1 Video Chat to match number of attendees sold for the Virtual Event, charged in advance, overages charged after the event. Up to 60 minutes.

Studio Webcast Services

Webcast Services HTML5 technology provides Flash Player-free streaming, animated content and responsive interaction without plug-ins and updates. Studio Webcast Event Services are available in two packages Essentials and Expert.

STUDIO ESSENTIALS	STUDIO EXPERT
Create and run highly engaging audio and video HTML5 webcasting presentations in either a Live, Simulated-Live, or On-Demand webcast, with phone audio or webcam presenters in a single source display, for up to 90 mins in length, with unlimited on-demand viewing for 12 months.	Live, Simulated-Live, or On-Demand Webcast with a multiple source display. Up to 90 mins in length, with unlimited on-demand viewing for 12 months. Everything you get with Studio Essentials, plus advanced capabilities such as multi-source mixing, VCU, onsite encoding, picture-in-picture, social streaming, lower thirds graphics, QoE dashboard, fully customizable branding, and much more.

A full list of Studio Webcast Product Features by package is available at <https://www.intrado.com/en/webcasts>.

Full service webcast are 90 minutes and are on-demand for 12 months from the date of the Event. Also included are:

- Webcast console creation
- Session information upload (abstract, bio, etc.)
- Session content upload (PPT, polling, testing)
- Recording (1)
- Speaker training (1)
- Live Day Engineering (pre-call for 30 mins and then webcast engineering)

- Testing/Q&A

Studio Webcast Essentials: Additional viewers will be billed at \$103 per bucket of 100.

Studio Webcast Expert: Additional viewers will be billed at \$205 per bucket of 100.

Additional duration over 90 minutes will be invoiced at 50% of the webcast price per 60 minutes.

Usage terms:

- Use of the attendee dial-in option for audio will incur additional cost for telco services.
- 1080p streaming is available for full service only for an additional charge.
- OTT streaming and stream targeting are custom features. They do not include self-service options and may incur additional cost.
- Signal acquisition from a satellite or fiber feed requires third-party assistance, which will incur additional costs.
- Polling questions and slide animations are not available when using picture-in-picture mode.
- Custom HTML and iframe widgets are not compatible with the mobile (tablet and phone) experience. When used, custom HTML or iframe widgets will be omitted for mobile users.
- Closed captioning for live webcasts is supported using a third-party widget that is not compatible with the mobile (tablet and phone) experience.
- Both live and on demand captioning require the use of third-party services, which will incur additional costs.
- The initial configuration of SSO, marketing automation and CRM integration require custom scoping and setup by an Notified specialist. This one-time setup may incur additional costs.

Full Service and Hybrid Services

Virtual Events:

Project Management: Project Manager who is responsible for managing strategy and implementation, leading weekly meetings, ensuring all IT, legal, and creative considerations are reviewed, and developing and managing project plan. Essentials: 8 - 10 Week Lead Time. Expert: 10 - 12 Week Lead Time. Project Management overages will be billed at \$180/hour.

Event Configuration: Event Producers who are responsible for branding and designing the virtual environment, turning the user experience journey into reality, uploading event branding and content provided by Customer, configuration of data portal and reports, and event testing. As part of the Configuration fee, Notified will provide the following: Event timeline, Environment Configuration, Event setup, QA and testing, Event delivery and post-Event reporting. Essentials: 8 - 10 Week Lead Time. Expert: 10 - 12 Week Lead Time. Event Configuration Overages will be billed at \$154/hour

Front Line Support: Services representatives who are responsible for providing technical support during an online event's "live" hours. Notified staff is logged-in to the digital environment, usually staffing a "help desk" in order to answer viewer questions via real-time chat and assisting with technical troubleshooting as needed. Hourly rate for text-based attendee support/Help Desk location in a Virtual Event. Front Line Support Overages will be billed at \$154/hour

If the Order Form indicates that Customer has ordered professional services, said professional services will not commence until eight (8) weeks before Customer's applicable Event, unless otherwise agreed to by the parties in writing in the Order Form. Any Services in addition to the Hosted Services shall be supplied subject to the terms of this Agreement.

Virtual Event and/or Webcasting Services:

Audio/Video Production Services: When ordered by Customer, Audio/Video Production Services are on-site audio or video recording of content for an Event ("**Production Services**"). For Production Services, Notified will furnish the equipment, materials, supplies, video recording services, and the number of post-production hours associated with the package Customer purchased in order to produce video content to be broadcast within an Event, as set forth in the Agreement or subsequently executed work order (the "Video"). Production services will be provided during a pre-scheduled video recording session (a "**Production Session**"). Customer shall secure releases for any location where the Production Session is performed. Customer acknowledges that in some jurisdictions, collective bargaining agreements may govern the use of on-site video production labor and labor rates. Customer will be responsible for any increase in fees incurred by Notified due to labor or collective bargaining agreements, provided such information is provided to Customer prior to performance of the applicable Production Session.

Additional Production Services may also include on-site Event-related support, production, or equipment provision, as set forth in the Order Form ("On-Site Support"). In the event Customer orders On-Site Support, Notified agrees to comply with Customer's reasonable security policies and procedures (as provided in advance by Customer).

Following the Production Session, Notified will deliver to Customer an edited version of the Video. Customer will have 3 business days to accept or reject such Video. Customer's sole basis for rejection of the Video will be the failure of the Video to meet the specifications set forth in the Order Form or Event timeline, in Customer's sole and reasonable determination. Should Customer reject the Video, Customer will clearly indicate the grounds for rejection in writing and Notified will have 10 business days to bring the Video into conformance with the aforementioned specifications.

Subject to Customer's compliance with the terms of the Agreement, including payment in full for the Services provided hereunder, the Video will be considered a work made for hire and Customer alone will own all right, title and interest in and to the Video. If, for any reason, the Video would not be considered a work made for hire under applicable law, then Notified does hereby sell, assign, and transfer

to Customer, its successors and assigns all right, title and interest in and to the Video, including registrations, and/or applications relating thereto, as well as any renewals and extensions thereof.

Creative & Technical Services: Notified provides creative development or custom graphics and design Virtual Events or technical consultation hours for SSO, eCDN, and streaming for Virtual Events. Creative and Technical Service overages will be billed at \$230/hour.

Rescheduling Virtual Events, Webcasting or Audio/Video Production Services:

Should Customer request to reschedule an Event the following rescheduling fees apply:

Virtual Event	
Notice Date	Rescheduling Fee*
181 days or more before the Event Date	No fee
180-91 days before the Event Date	25% of the complete event fee
90 days or less before the Event Date	50% of complete event fee

* Plus any additional hours or overages for full service or hybrid services due the date changes.

Webcast Only	
Notice Date	Rescheduling Fee*
14 days or more before the Event Date	No fee
13-7 days before the Event Date	25% of the complete event fee
6 days – 49 hours before the Event Date	50% of complete event fee
48 – 25 hours before the Event Date	75% of fee within 48 hours
24 hours or less before the Event Date	100% of fee within 24 hours

* Plus any additional hours or overages for full service or hybrid services due the date changes.

Audio/Video Production	
Notice Date	Rescheduling Fee**
14 days or more before the Event Date	25% of the complete event fee
13 days -49 hours before the Event Date	50% of complete event fee
48 – 25 hours before the Event Date	75% of complete event fee
24 hours or less before the Event Date	100% of complete event fee

** Plus third-party cancellation fees, change fees or other actual expenses associated with changes and any additional hours or overages for full service or hybrid services due the date changes.

Cancelling a Virtual Events, Webcasting or Audio/Video Production Services: Should Customer request to cancel a Virtual Event, Webcast or Production Service, 100% of the complete event fee will be due.

Scheduling & Customer Obligations: Following the execution of the Order Form, the parties will create an Event timeline, including as applicable, Production Session dates, length, required parties, and applicable content submission, editing, acceptance, or other deadlines. Customer will adhere to the Event timeline created by the parties, including any acceptance or approval deadlines. Customer acknowledges and agrees that Notified’s delivery of the Event and/or Video is dependent on Customer’s meeting such deadlines. Notified is not liable or responsible for any delays, failure to meet timeline dates, or failure to complete the Event or Video where Customer has not met a required deadline or any deadline upon which Notified’s obligations are dependent. Customer will provide the subject matter, including actors, speakers, subjects, script, clips, images, music, and the like, as applicable during the Event and Production Session or thereafter, as necessary. Customer represents and warrants that Customer has obtained all necessary rights, releases, or clearances to broadcast (i) the script, interviews, graphics, clips, images, music, musical compositions, sound bites, or other content, or (ii) any performance by any actor or speaker, provided to Notified for inclusion in the Event and Video.

Customer is responsible for the collection of all Content required. Customer shall submit content in accordance with the content collection deadlines set forth in the Project Plan to be provided to Customer as part of the project management process (each a “**Content Submission Deadline**”). Notified reserves the right to reject Content submitted subsequent to the applicable Content Submission Deadline in order to promote the integrity and success of the Event. Notified may allow Content to be submitted subsequent to any Content Submission Deadline and charge Customer a Rush Fee (“**Rush Fee**”). The Rush Fee shall be equal to \$200 USD per occurrence. The Rush Fee shall be invoiced to Customer in addition to any other fees owed.

Self-Service Studio and Virtual Event Express Services

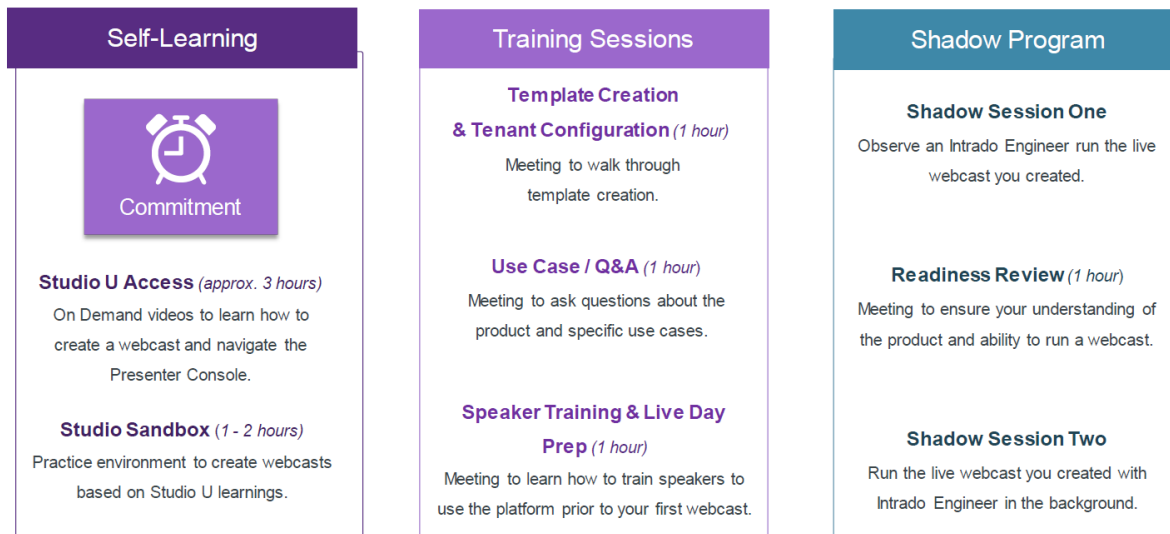
“**Producer Subscription**” means, if Customer is a self-service client and desires to produce and configure Events, a producer subscription as required to access the Hosted Service and produce events as an Event administrator. The Producer Subscription is a seat subscription and is assigned only to credentialed individuals and may not be shared between individuals, but may be reassigned upon Customer’s written request.

Scheduling Events with Over 10,000 Attendees. For Events with planned attendance of over 10,000 concurrent users, Customer agrees to notify Notified at least thirty (30) days in advance in order to ensure the appropriate resources are available to Customer.

Included Self-Service Training:

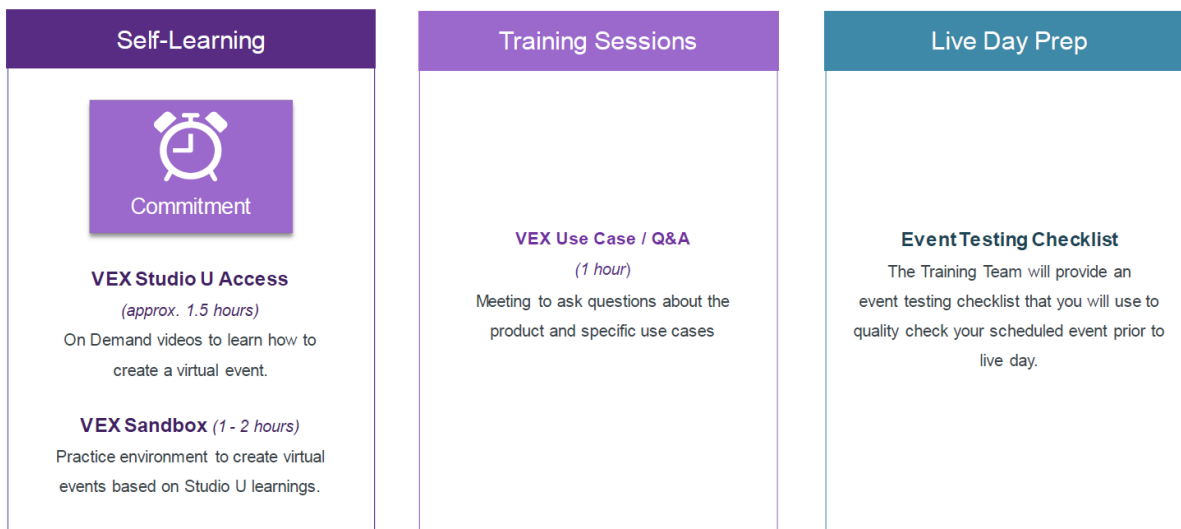
Studio Only Onboarding Process

Average Timeline For Training: 3-4 Weeks




Virtual Events Express Onboarding Process

Average Timeline For Training: 1 week from receipt of training materials.
Average Timeline to Event Production: 4 weeks; includes producing the virtual event and creating and promoting registration.



Studio & Virtual Events Express Onboarding Process

Average Timeline For Training: 4-5 weeks from receipt of training materials.
Average Timeline to Event Production: 4 weeks; includes producing the virtual event and creating and promoting registration.

Self-Learning	Training Sessions	Shadow Program
<div style="text-align: center; margin-bottom: 10px;">  Commitment </div> <p>Studio U Access (<i>approx. 4.5 hours</i>) On Demand videos to learn how to create a webcast, navigate the Presenter Console and create a virtual event in VEX.</p> <p>VEX & Studio Sandbox (<i>4 hours</i>) Practice environment to create webcasts and create a virtual event based on Studio U learnings.</p>	<p>Template Creation & Tenant Configuration (<i>1 hour</i>) Meeting to walk through template creation.</p> <p>Studio Use Case / Q&A (<i>1 hour</i>) Meeting to ask questions about the product and specific use cases.</p> <p>Speaker Training & Live Day Prep (<i>1 hour</i>) Meeting to learn how to train speakers to use the platform prior to your first webcast.</p> <p>VEX Use Case / Q&A (<i>1 hour</i>) Meeting to ask questions about the product and specific use cases.</p>	<p>Shadow Session One Observe an Intrado Engineer run the live webcast you created.</p> <p>Shadow Session Two Run the live webcast you created with Intrado Engineer in the background.</p> <p>Event Testing Checklist The Training Team will provide an event testing checklist that you will use to quality check your scheduled event prior to live day.</p>

Support

Full Service Support/Self-Service Support Packages:

Function	Silver	Gold	Platinum
Customer Support	7am to 7pm CT/Monday – Friday Excluding US Holidays	7am to 7pm CT/Monday – Friday Excluding US Holidays	24/7
Targeted Response Times	Within 24 business hours	Within 8 business hours	Within 4 business hours
Notified U & Solution Center – Knowledgebase Portal (Tutorials, Videos, Guides, FAQ’s... etc.)	24/7	24/7	24/7
Authorized Named Support Contacts (Users that may initiate support requests)	1*	4*	Unlimited*
Pre-live Day Event/Environment Spot Check Upon Request	Not included	Not included	Included
Support Channels	Web form Support only	Web form Support Email Support	Web form Support Email Support Phone Support

Webcast support:

Function	Full Service	Hybrid Service	Self-Service
Registration campaign (registration page, email confirmation)	Notified	Client	Client
Session information upload (title, description, etc.)	Notified	Client	Client
Reminder email creation/scheduling	Notified	Client	Client
Session content upload (ppt, handouts, polling, etc.)	Notified	Client	Client
Initial webcast console template creation (2 layout templates)	Notified	Notified	Client

Speaker Training (Notified performs 1 train-the-trainer session for Hybrid & Self Service)	Notified	Notified/Client	Client
Live day engineering (Live webcast + 30 minute pre-call)	Notified	Notified	Client
Media Editing (Archive Prep, Tim Webcast)	Notified	Client	Client

Terms and Conditions

Term and Termination. The Order Form may be terminated for cause in accordance with the Agreement, but shall otherwise remain in effect for the Order Form Term notwithstanding any termination of the Agreement. Upon any termination of the Order Form other than by Customer for cause, Customer shall pay for: (i) all Services provided to Customer prior to termination; and (ii) early termination costs equaling one hundred percent (100%) of the Services and Fees provided for in the Order Form.

Invoicing. Payment terms shall be as set forth in the Agreement. The applicable currency will be stated in the Order Form. Unless specified otherwise in the Order Form, Notified shall bill for the Services in advance. If Customer uses features not listed in the Order Form or , Customer will be charged for such features at Notified’s standard rates found at <https://www.intrado.com/en/legal/digital-media/studio-virtual-events-webcast-service-fees>. In the event that the Services provided under the Order Form remain active beyond the end of the Order Form Term and Customer uses the Services after such time, Customer shall pay Notified the monthly subscription costs set forth herein for any month (or portion thereof) during which Customer uses the Services beyond the Order Form Term. In addition to the rates for the Services listed in the Order Form, Customer shall pay all applicable fees, duties, tolls, administrative assessments, surcharges, or taxes now or hereafter attributable to the Services and included on Customer’s invoice. Notified will assess any applicable fees, duties, tolls, administrative assessments, surcharges, or taxes, based on the geographic location of the billing address of the billing contact in the Notified billing system. Should Notified not have an address for the billing contact, then fees, duties, tolls, administrative assessments, surcharges, or taxes will be applied based on the geographic location provided at the account level in the Notified billing system. In the event Customer is required by law to make any deductions or to withhold from Customer’s payment to Notified, Customer shall pay Notified such additional amounts so that the net amount Notified receives from Customer is equal to the full amount due under the invoice.

Pricing. For recurring Services, Notified may, effective on the first day of January each year during the Term, adjust, or change the basis for calculating, any Service Fees on not less than ninety (90) days’ prior notice to Customer. Customer may cancel the relevant Service if Notified increases its Service Fees for such Service by more than eight percent (8%) in any year. If Customer exercises this right to cancel, Customer must notify Notified within thirty (30) days of the date of Notified’s increase notice. The relevant Service will be cancelled from the date on which the Service Fees would have increased.

Security. Customer acknowledges that Notified provides enhanced security features for the Services, which Customer must request within the Services. Customer is responsible for the security of the Services and for understanding the legal requirements of their use of the Services. Notified recommends use of all available security features. Customer shall indemnify Notified for any damages which result from a Customer failure to enact available security features within the Service.

Right to Use. Subject to Customer’s compliance with this Agreement, Notified hereby grants to Customer for the duration of the Service Term: (i) the non-exclusive, non-transferable, revocable right to access and use the Hosted Service to sponsor and participate in the Event; (ii) the number of individual, non-exclusive, non-transferable, revocable Producer Subscriptions specified in the Order Form to access and use the Hosted Service ; and (iii) the right to provide access and use to Attendees (as defined below) to participate in an Event. An Attendee is a user who registers to participate in an Event in any capacity or who participates in such Event (each an “Attendee” and collectively “Attendees”). All rights not expressly granted by Notified to Customer herein are reserved to Notified. Neither Customer nor Attendees shall have the right to license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the rights granted herein or the Notified Proprietary Rights other than in connection with an Event as expressly contemplated hereby. As between Notified and Customer, Customer is responsible for submission of Event-related content (e.g. content for Event “booths”) in association with Events (including those which are considered “full service” and produced by Notified).

Event Data; Personal Information. Notified and Customer shall comply with any applicable data protection legislation existing in all jurisdictions in which this Agreement is performed (together, the “Data Protection Laws”). The provision of the Services may involve the collection, processing, storage or recording of certain “Personal Data” or “Personal Information” (as defined by the applicable Data Protection Laws) of Data Subjects (defined below). According to the Data Protection Laws, when applicable, Notified acts as a “Data Processor” in relation to the Personal Data of Customer it processes on Customer’s behalf and Customer remains the “Data Controller” with respect to such Personal Data. The “Data Subjects” are the users of the Services. Personal Data is collected, processed and/or stored by Notified, its affiliates and their third party suppliers in the United States of America, the United Kingdom, the European Union and the rest of the world. Customer represents and warrants it has a valid lawful basis in order for Notified to process the Data Subject’s Personal Data in connection with the Services in accordance with applicable Data Protection Laws. Notified processes Personal Data in accordance with its privacy statement located at <https://www.intrado.com/legal-privacy/> acting as a Data Processor under Customer’s control.

Protected Healthcare Information Services are not intended for use with protected health information (“PHI”) and Customer agrees Customer and its users will not upload or otherwise introduce PHI into the Services.

Indemnity. In addition to the indemnification in the Agreement, Customer shall defend, indemnify and hold harmless Notified, its affiliates and their respective officers, directors, third party providers, employees or agents from any and all liabilities, damages, costs and expenses (including reasonable attorneys’ fees and expenses) for any third-party claim relating to, or arising out of: (a) the Customer Content or any Event hosted by Notified; (b) any

third party or unauthorized user accessing any part of the Services or Customer's failure to use existing security features of the Services; (c) Customer's violation of Notified's, any of its affiliates', or any third party's intellectual property rights.

Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT: (A) IF EITHER PARTY OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE THIRD PARTY PROVIDERS IS FOR ANY REASON HELD LIABLE CONNECTION WITH THE HOSTED SERVICES OR THIS ORDER FORM, INCLUDING IN CONTRACT, FOR INDEMNIFICATION OR IN TORT, LIABILITY IS LIMITED TO THREE TIMES THE ACTUAL FEES PAID BY CUSTOMER FOR THE AFFECTED EVENT AND SUCH LIABILITY SHALL BE PER INCIDENT; AND (B) IF CUSTOMER IS FOR ANY REASON HELD LIABLE TO NOTIFIED OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE THIRD PARTY PROVIDERS IN CONNECTION WITH THE SERVICES OR THIS ORDER FORM, INCLUDING IN CONTRACT, FOR INDEMNIFICATION OR IN TORT, CUSTOMER SHALL BE FULLY RESPONSIBLE, WITHOUT LIMITATION, FOR ALL DIRECT DAMAGES TO SUCH INDIVIDUAL OR ENTITY.

Media Monitoring Add-on Services. If ordered, Media Monitoring Services include data such as market data or news content ("Third Party Data") and/or functionality that is sourced from and/or is the property of third-party providers. For such Media Monitoring Services, Customer's continued access to and use of such data/functionality is subject to additional terms required by the applicable third-party providers. Notified will provide such terms either within the Services, directly by a third-party provider or by Notified at <https://www.intrado.com/en-us/3rd-party-terms> (or successor site). With regard to market data, if necessary for Customer's receipt and/or use of the Services, Customer may be required to (a) execute and comply with any applicable data entitlement agreements and (b) pay any additional charges associated with such market data, whether billed directly to Customer by the data provider, or by reimbursing Notified any additional charges charged to Notified or its Affiliates in connection with the Services.

Applicable To Canadian Customers Only: The parties agree that this Order Form is to be written in English only. Les Parties aux présentes confirment leur volonté que cette Convention soit rédigée en langue anglaise seulement.