



## **SERVICE SPECIFIC TERMS AND CONDITIONS BrightTALK MANAGED SERVICES**

These Service Specific Terms and Conditions apply only to Client 's purchase and use of certain Managed Services. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the Company's General Terms and Conditions.

- 1.** Company may provide you with certain Managed Services as specified in the Order Form. If you reschedule these Services after the Order Form is signed, you will be responsible for any Losses incurred by Company. In no event may Client cancel Managed Services.
- 2.** The Managed Services contract ends on the End Date specified in the Order Form, and any BrightTALK Managed Services that may not have been utilized by Client (other than through fault of Company) by such End Date will be forfeited, and full payment for such Managed Services shall be due to Company.
- 3.** Client may enter into an Order Form with Company for the provision of Retainer Services. Client agrees to utilize its full annual commitment, as specified in the Order Form, for such Retainer Services by the End Date. Client shall be responsible for the full annual commitment whether or not Client has utilized the full commitment amount for such Retainer Services.
- 4.** Any Services supplied by Company at the request of the Client which are not specified in an Order Form will be charged and/or invoiced at Company's then standard time and materials rate or at the rate specified in a then current Order Form for substantially similar Services, if applicable.
- 5.** In the performance of the Managed Services, Client may hire Company to create certain custom deliverables for Client exclusively, as specified in an Order Form. Except for Stock Content, such deliverables shall be owned by Client, and Company fully assigns to Client all right, title and interest in and to such deliverables. In the event such deliverables contain Stock Content, Client agrees that it only has a non-exclusive license to use such Stock Content solely as provided for in the deliverables in accordance with the Agreement.
- 6.** In the event Client takes part in the creation of Sponsored Content, Client grants to Company a license to use the topic input and likeness, including name, image and voice, of such presenters or speakers in connection with the Sponsored Content. Client agrees that such license will survive termination of the Agreement, and that Company may continue to publish such Sponsored Content in its sole discretion.
- 7.** In order to ensure timely performance of the Managed Services, Client shall adhere to project timelines recommended by Company and timely provide all information requested by Company, including without limitation Client Content and speaker confirmations. Company shall not be responsible for any delays caused by Client. Client shall be responsible for any Losses to the extent caused by Client's delays, actions or inactions.
- 8.** Client shall use best commercial efforts to limit the amendments and alterations to the Client Content once it is published in connection with any virtual event. Client understands that any amendments or alterations to the Client's Content may take up to three (3) business days to complete.
- 9.** Client agrees that exclusivity with respect to sponsorship of Sponsored Content by Client will require providing at least a minimum number of participant leaders and any additional obligations agreed to by the parties.