

LEAD2017 February 8, 2017
Partner Broadcast Agreement (the “Agreement”)

This **LEAD2017** Simulcast License Agreement (the “Agreement”) is executed on February 8th 2017, by and between the Producer (HR.com), at 124 Wellington Street East, Aurora, Ontario L4G1J1 and _____ (herein referred to as “Partner”) located at _____, _____, _____, _____, and collectively referred to as “the Parties”.

Whereas, HR.com is in the business of broadcasting leadership content (the “Content”) and providing related products and services for LEAD2017, a one-day leadership conference being held in Nashville, TN on February 8, 2017 (the “Event”);

And

Whereas, Partner agrees to license Content and receive the broadcast of the Event on the date above by web stream offered by HR.com or a designated agreed upon extended view date for delivery to the Partner.

Partner’s Obligations

Partner will select the delivery method for the broadcast (SD or HD webcast, as per the Technology Requirements in Appendix A) and agrees to purchase a Site License for the Event based on the ticket package quantity elected, as per the ticket package options in Appendix B, and may distribute or sell tickets at the Partner’s discretion. Tickets must be distributed through the HR.com Eventbrite ticketing/registration system through the agreed upon account as per Appendix C, and all tickets in the package are non-refundable. HR.com will not offer a reimbursement for any unsold/unused tickets. Partner agrees not to allow additional attendees in excess of the number of tickets purchased from HR.com. HR.com provides each Partner a customized Eventbrite website for marketing Event communications and distributing tickets. Partner will have access to marketing collateral (including emails and posters), frequently asked questions, best practices/marketing information, technology support, and other resources to assist in creating a successful event.

Webcast Services

The Event broadcast will be available via high-definition and standard-definition web stream. The Partner will choose the desired broadcast feed based on the requirements to match the Partner’s site requirements. Two tests will be scheduled to verify that the Partner site’s computers and network to be used on the day of the Event will be compatible with the protocol bandwidth. Partners are required to participate in one of the two mandatory tests prior to the event. If the Partner fails to comply with mandatory testing, HR.com will not be held responsible for unsuccessful receipt of the broadcast feed on Event day. HR.com will have support services available on the day of the Event to address issues or changes that would affect the broadcast

via email and telephone, but will not be able to address setup issues for Partners that failed to complete the test period requirements.

HR.com is not responsible for any Internet connection failure due to issues with Partner's Internet Service Provider, and interruption(s) due to fiber cuts or any other physical damage on the "last mile" connection (the connection from the telecommunications demark to the Partner's on premise wiring), or any on-site malfunctioning of equipment.

Program Changes by HR.com. As the producer of the Event, HR.com reserves the right to substitute speakers or make programming changes due to illness, force majeure events, death, or speaker cancellation to ensure the continuity of the Event. These changes will be communicated to Partner within 24 hours of HR.com receiving notice of any changes.

Schedule Changes by HR.com. If unforeseen circumstances force HR.com to cancel or delay performance pursuant to this Agreement, HR.com shall notify Partner. If HR.com must cancel the services, or delay the services by more than three hours past the scheduled start time, Partner may, at Partner's option, cancel the services altogether or agree with HR.com upon a delayed start time. If the services are cancelled, HR.com shall promptly refund the ticket fees in full to Partner.

Intellectual Property. HR.com reserves all rights to the event, images, audio or video content, scripts, programming content, and other materials developed by or transmitted by HR.com to support the broadcast of the event and/or are under license to HR.com and remain the exclusive property of HR.com. Partner agrees that by purchasing the site license and/or viewing this content, this is an agreement to use this program/content for event use only on event day and not for any commercial use. Partner hereby acknowledges that HR.com is offering the broadcast Event to the Partner which has no license or ownership to the broadcast feed except for viewing on the day of the Event.

Time and Date. All broadcasting services provided by HR.com pursuant to this Agreement will take place on February 8, 2017 from 8:00am CT to 5:10pm CT.

Payment. A ticket package (as per Appendix B) must be purchased within 30 days of the execution of this agreement. Half of the contract fee is due upon purchase, herein referred to as the Deposit. The remaining contract fee is due by January 15th, 2017 to receive the authorization codes for the webcast. Additional tickets can be purchased up until the day of the event, in blocks of 10, at the lowest rate according to the total number of attendees. Balances not paid by January 15th, 2017 or any declined credit card charge for the balance of the site license will be assessed a ten percent late fee of the Partner's total fee and subject to a hold placed on the webcast feed.

Payment Methods. HR.com accepts the following payment methods:

- VISA, MasterCard, Cheque, PayPal

Indemnification

- A. Partner shall indemnify and defend HR.com and its parents subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "HR.com's Indemnitees") against, and hold HR.com's Indemnitees harmless from any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against HR.com's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Partner, Partner's Designee, or any of their respective officers, directors, employees and agents (collectively, "Partner's Representatives"); (ii) Partner's (or Partner's Designee's) particular use of the HR.com System (including without limitation any customization of Partner's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the HR.com System) or its particular possession and use of the Hardware (if any) by Partner or any of Partner's Representatives; (iii) any Attraction held or schedule to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); (iv) a claim that HR.com's release of the Purchaser Data to Partner or Partner's Designee violates any applicable law, rule or regulation; (v) Partner's or Partner's Designee's use of the purchaser data; (vi) violations of laws relating to the resale of Tickets; or (vii) any email campaigns or distributions conducted by HR.com on Partner's behalf or conducted by Partner including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that such claims shall relate to HR.com's negligence or willful misconduct with respect thereto.
- B. HR.com shall indemnify and defend Partner and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Partner's Indemnitees") against, and hold Partner's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Partner's Indemnitees occurring as a result of or in connection with: (i) any Event of Default under this Agreement by HR.com; or any of its officers, directors, employees and agents, (ii) any alleged patent, trademark or copyright infringement asserted against Partner's Indemnitees with respect to Partner's use of the HR.com System, or (iii) HR.com's use of the Purchaser Data; except, in each case to the extent that any such claim shall relate to Partner's negligence or willful misconduct with respect thereto.
- C. The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

Cancellations. If Partner terminates this Agreement at any time, HR.com is entitled to retain the deposit as compensation for time and services rendered up to that point.

Notice. Form of Notice. Notice given pursuant to this Agreement must be in writing to the email addresses below and will be considered effective notice only when the receiving party had made acknowledgement.

Changes in Contact Information. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in contact information. If a party does not provide the other parties with notice of such changes, a notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the subject matter of this Agreement. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

Governing Law and Venue. The laws of Ontario, Canada shall govern this agreement. The parties hereby agree that any legal action under the Agreement must be brought in Ontario.

Partner	HR.com Limited
Signature:	Signature:
Name (printed):	Name (printed):
Organization:	Organization:
Title:	Title:
Date:	Date:
Email Address:	Email Address:

Phone Number:	Phone Number: (905) 727-1340
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The Partner (name of organization/contact) agrees to pay the Producer (HR.com) _____ . Payment terms are as per the terms detailed in the payment section on page 2 of this document.

Please return contract to either your HR.com sales rep, Alannah Easby at aeasby@hr.com, or fax to 905-727-4716

Appendix A- Technology Requirements & Specifications

Broadcast Options

1. HD WEB STREAM

- Features a 720p quality picture.
- The web player will stream at a top end of 2.5Mbps.
- We recommend that sites have a dedicated line with a minimum download speed of 3Mbps.

Note: As with all webcasts, buffering of the signal is dependent on what bandwidth you have coming into your facility for the duration of the program over the course of the event. If for any reason the location's download speed drops, the feed will automatically drop to standard definition.

2. SD WEB STREAM

- There are two SD bitrates available: 445kb & 198kb.
- We recommend that sites have a dedicated line with a minimum download speed of 1Mbps.

Note: SD webcast is not the first-recommended option, and HR.com will not be held responsible for buffering or other transmission difficulties. With web streaming, you will receive a reliable feed from our end, but there is typically a slight possibility of buffering, and quality will vary depending on a site's Internet speed.

General Questions

Will I need an IT or Video Tech to oversee the event?

Yes, we recommend that you have an IT/AV Tech on hand during the test days, as well as the day of the event. This person needs to be comfortable with the technology and you should provide them with all of the technology documents in advance of a scheduled test.

What type of equipment must I purchase to record broadcast?

It is illegal to record the LEAD2017 broadcast due to copyright of HR.com and each of the presenters at our event(s).

How can I test my equipment to make sure I will get the LEAD2017 feed?

No matter what technology option you choose, all sites are able to self-test their systems outside of the "official" test window. There will also be two scheduled tests in advance of the broadcast; you must participate in at least one.

Who do I look to for technical support?

Details will be provided as they become available.

Web Streaming Options

Is there a difference in picture quality between HD and SD web streaming?

With HD web streaming, if you have a dedicated Internet connection with a minimum download speed of 3Mbps you will receive a high definition picture (720p). If you do not maintain at least 3Mbps download speed the video player will automatically switch to SD streaming and be a lower quality than HD web streaming.

How will I know what speed we are receiving with our web stream?

The event feed will use an ABR (Adaptive Bitrate) Player. This player will automatically determine the speed your site will use for best viewing depending on your download or processing speed. It will also automatically switch between the options if any changes to your download or processing speed occur during the event. This will significantly reduce the possibility of buffering and your site will not notice any change. Sites will also be able to manually switch between streams using a button on the video player.

Can I test my Internet bandwidth outside of regular test dates?

Yes, to test your Internet speed, go to <http://www.speedtest.net>.

What are the web streaming requirements?

Browser Support: Internet Explorer, Firefox, Chrome, Opera and Safari

Internet Connection: A high-speed connection to the Internet (DSL, Broadband connection; recommended minimum of 3Mbps download speed for HD streaming and 1Mbps download speed for SD streaming).

Computer Requirements: A local computer (Mac or PC) with the latest version of Flash Media Player. Internet browsers should also be the latest version possible.

What is the recommended hardware for best experience?

Mac or Windows: Intel Core i3 2GHz or faster processor (or equivalent) 2GB of RAM | 256MB of VRAM

Browser Compatibility:

Streaming video is compatible with all major web browsers. We recommend Google Chrome, however Internet Explorer or the latest versions of Firefox and Safari are also supported.

Firewall and Security:

Streams should have SMTP and RTMP unblocked on ports 80 and 1935. Flash Streaming must not be blocked either. Typically these are unblocked, however, if they are blocked you will need to contact your network administrator.

Appendix B- Ticket Package Options

	Summer (Jun 15 – Sep 15)		Fall (Sep 16 – Nov 30)		Winter (Dec 1 – Jan 31)	
# Tickets	Contract	Per Attendee	Contract	Per Attendee	Contract	Per Attendee
25	\$2,200	\$88	\$2,420	\$97	\$2,662	\$106
50	\$4,000	\$80	\$4,400	\$88	\$4,840	\$97
100	\$5,500	\$55	\$6,050	\$61	\$6,655	\$67
150	\$7,200	\$48	\$7,920	\$53	\$8,712	\$58
200	\$8,000	\$40	\$8,800	\$44	\$9,680	\$48
250	\$8,750	\$35	\$9,625	\$39	\$10,588	\$42
300	\$9,000	\$30	\$9,900	\$33	\$10,890	\$36
500	\$14,000	\$28	\$15,400	\$31	\$16,940	\$34
750	\$18,750	\$25	\$20,625	\$28	\$22,688	\$30
1000	\$20,000	\$20	\$22,000	\$22	\$24,200	\$24
2000	\$36,000	\$18	\$39,600	\$20	\$43,560	\$22
3000	\$45,000	\$15	\$49,500	\$17	\$54,450	\$18
4000	\$48,000	\$12	\$52,800	\$13	\$58,080	\$15
4001+	Custom	---	Custom	---	Custom	---

These prices include one HD webcast downlink at one location. Contact us for additional locations or downlinks.

Appendix C- Site Specifications

Please complete the following to the best of your ability (one per site). We understand that many decisions have not been made, and some information is not possible to provide at this time.

Items in red are required for contract execution and you will not be able to change them at a later date.

Name for your Eventbrite page to fit into the title “ Name Presents LEAD2017 February 8”	
Email Address to use for Eventbrite Page Management*	
Contact Person’s Name For Day of Event	
Venue Name	
Venue Address	
# Of Tickets Purchased from LEAD2017	
Estimated Attendance	
Preferred Broadcast Method	<input type="checkbox"/> HD Stream <input type="checkbox"/> SD Stream
Technical Contact (name, email, phone number) **Please be sure to have this information on date of event in case of technical difficulties.	
Will you be selling your tickets for a price? If yes please write your price - Circle yes or no	<input type="checkbox"/> Free <input type="checkbox"/> Paid; Price_____
(*For paid tickets) Would you like a discount code for free tickets/volunteers? Eventbrite Discount Code(s) (to be provided by LEAD2017)	yes/no # of codes requested ____ Discount Code Details _____
Eventbrite URL (to be provided by LEAD2017)	

*An e-mail address that has never been used to create an Eventbrite account before. If you already have an Eventbrite account you either need to a) give us a new email address to create an entirely new account b) delete your old account and allow us to create a new one using your old address. If you have a Gmail account, all you have to do is add a +1 to create a new

account. For example, emailaddress@gmail.com exists, so we can create you a new one using emailaddress+1@gmail.com. If you are managing several simulcast sites, the same email can be used for all.