Purchase Order Terms

This Purchase Order ("PO") is between the vendor set forth on this PO ("Vendor") and the customer entity making payment pursuant to this PO ("Customer"). If Vendor and Customer have a signed agreement in place governing the goods, products or software ("Products") or services ("Services") paid for pursuant to this PO ("Existing Agreement"), then such Existing Agreement will apply. If not, these PO Terms will apply, and no Vendor terms or policies (e.g., click through license terms, quote terms, bills of lading) will apply. This PO becomes a valid and binding obligation of the parties upon the earlier of: (i) Customer's receipt of a signed copy of this PO; (ii) Vendor starting performance under this PO; or (iii) Vendor acknowledging this PO. All of Customer's Affiliates (as defined in Rule 405 of the Securities Act of 1933) are intended third party beneficiaries of this PO and may obtain the benefit of and may acquire and/or use the Products and Services.

1. Customer will pay only undisputed amounts (i) from the later of 30 days after receipt of a valid invoice, or upon Customer's acceptance of Products or Services; and (ii) that appear on the invoice to which such fees relate. Fees for renewing Services may increase only if Customer agrees in writing at the time of renewal. The prices for Products and Services set forth on the PO are complete and include purchase price, taxes, shipping, packaging, labeling, custom duties, storage and insurance.

2. Vendor warrants and covenants that all Products and Services are and will be: (i) new and do and will conform with this PO and all specifications; (ii) free from defects in materials, workmanship and design; (iii) free from liens, restrictions, reservations, security interests or encumbrances; (iv) suitable for, and perform in accordance with, the particular purposes (A) for which they were purchased by Customer and (B) for which they were designed, manufactured or constructed. If Vendor does not promptly correct defects or replace non-conforming Products or Services, Customer, after written notice to Vendor, may make corrections or replace Products and Services and charge Vendor for the cost incurred.

3. Products will be shipped F.O.B. destination. All shipping dates are firm. Customer may without penalty on five days' notice: (a) cancel or delay the scheduled date for delivery of Products and/or performance of Services; (b) change the quantity of Products to be shipped, or scope of Services to be provided. No restocking fees will apply.

4. Vendor will indemnify, defend and hold Customer and its officers, employees, customers, agents and directors harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages (including punitive, treble and enhanced damages) and liabilities, including reasonable attorneys' fees arising out of, connected with or resulting from a claim based on the Products and/or Services; violation of an agreement; an act or omission of Vendor; or any claim of infringement, misappropriation, or violation of any third party patents, copyrights, trademarks or trade secret rights or other proprietary rights. Vendor will have no authority to settle any claim on behalf of Customer without Customer's prior written consent. If Vendor cannot resolve an infringement claim satisfactorily to Customer, Vendor will refund all amounts paid for the applicable Products and/or Services.

5. Vendor must promptly disclose and does assign to Customer all intellectual property generated, conceived or developed under this PO (including all works of authorship in any form of expression), including software and other proprietary information, inventions conceived or reduced to practice as a result of this PO, and any resulting patents ("Customer IP"). Customer IP are works for hire and belong exclusively to Customer and Vendor hereby assigns and agrees to assign ownership to Customer. Vendor will provide reasonable assistance to Customer to secure intellectual property protection, including assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title.

6. For non-Customer IP (including off-the-shelf software), Vendor grants to Customer a fully paid-up, worldwide, perpetual license to install, execute, use, copy, test, display, perform and distribute such intellectual property for Customer's business purposes, including the provision of managed services, webhosting services and application service provider and application infrastructure provider services ("License"). For such License(s), (i) Vendor warrants that the Products and Services will be free of malware, spyware, and phishing attacks, after applying the best practices in the industry to identify the same, and will be free from all open source software that may require Customer to disclose its source code (such as the GPL, Mozilla Public License, or the Sun Community Source License); (ii) License rights are extended to Customer's Affiliates (as defined in Rule 405 of the Securities Act of 1933); (iii) in no event will the acquisition of or merger with another entity by Customer or its Affiliate(s) automatically require the purchase of additional Software or licenses; (iv) license rights are not conditioned on purchase of maintenance, support or similar services; (v) Licenses are subject to termination by Vendor only for Customer's uncured (after ten days written notice) failure to pay undisputed license fees or final judgments awarded to Vendor and payable by Customer arising from a breach of the license terms; (vi) Customer may use the Software in connection with Customer's delivery of services to its Customers.

7. EXCEPT FOR UNDISPUTED FEES DUE TO VENDOR, CUSTOMER WILL NOT BE LIABLE TO VENDOR FOR ANY LOST PROFITS OR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER IN TORT, CONTRACT OR OTHERWISE.

8. Customer may terminate this PO or the provision of any Products or Services in whole or in part for any reason or no reason, on 10 days' written notice, without liability (including termination fees) except for undisputed fees arising prior to the termination date. Vendor will promptly refund to Customer any unused prepaid fees (including prepaid recurring fees, on a pro-rata basis to the date of termination).

9. Vendor may come in contact with, or be provided information regarding Customer, its business or its clients ("Customer Information"). Vendor will hold such Customer Information in strictest confidence and will protect such information by all reasonable and necessary security measures. Vendor will not disclose Customer Information to

any third party or use Customer Information except to provide Products and Services. Sole and exclusive ownership of all Customer Information will vest with Customer. Vendor receives no rights in such Customer Information.

10. Vendor will carry and maintain Commercial General Liability covering claims for bodily injury, death, personal injury, or property damage with minimum limits of $1,000,000 for each occurrence and $2,000,000 aggregate, will name Customer as an Additional Insured, will contain a waiver of subrogation in favor of Customer, and will be evidenced via a Certificate of Insurance received and approved by Customer prior to the delivery of Products or Services. This coverage will not be suspended, voided, canceled, or be reduced in coverage or in limits except with 30 days' written notice to Customer. For any claims, Vendor's insurance will be primary, and Customer's insurance will not contribute with it.

11. Customer makes no revenue commitments and is engaging Vendor on a nonexclusive basis. Customer is not responsible for Vendor's dependence on revenues from sales to Customer in proportion to Vendor's revenues from other Customers. Vendor will have no audit or inspection rights.

12. Vendor will not publicize the agreement or identify Customer as a client in any disclosure, nor use Customer's name or trademarks (or any variation thereof), without Customer's prior written consent in each case.

13. Vendor will comply at its own expense with all laws, orders, and regulations. While on the premises of Customer or in contact with Customer systems, Vendor will comply with all applicable Customer rules, regulations and security policies. Vendor recognizes and agrees to comply with Customer's

Code of Ethical Business Conduct located at https://www.intrado.com/legal-privacy/code-of-ethics/.

14. Customer may assign the agreement in whole or in part without notice or consent of Vendor to any Affiliate or in connection with a merger or acquisition or sale of all or a portion of the assets of Customer or in connection with obtaining lease financing for the Products or Services. Vendor may not assign this PO without Customer's prior written consent.

(a) No change, amendment or modification of this PO will be effective unless in writing and signed by authorized representatives of Customer and Vendor. (b) Vendor will not, without Customer's prior written consent, assign all or any part of this PO. (c) Failure by Customer to insist upon strict performance by Vendor of any of its obligations under this PO will not waive any subsequent or other default or failure to perform by Vendor. (d) Customer's rights and remedies in law or equity are cumulative and may be exercised concurrently or separately. (g) The invalidity, in whole or in part, of any provision of this PO will not affect the validity of any other provision. (h) Vendor is an independent contractor and not an agent or employee of Customer or of any of Customer's affiliates and Vendor is solely responsible for paying wages, salaries, fringe benefits and any other compensation to or claims by Vendor's employees. (i) The PO will be governed by the laws of the State of New York and the parties irrevocably consent to the exclusive personal jurisdiction of the courts in Omaha, Nebraska. This PO has been drafted in English at the express wish of the parties. Ce contrat a été rédigé en anglais à la demande expresse des parties.