

## **Services Description – Higher Logic Thrive Marketing Services**

### **Introduction**

This Services Description (the “Services Description”) sets forth certain strategic services provided by Higher Logic with respect to Higher Logic Thrive Marketing Services Package referenced on the Order Form (referred to below as the “HL Thrive Marketing Services Package”). The Order Form and Services Description are subject to and governed by the Master Subscription Agreement between the parties referenced in the Subscriber’s Order Form (the “Master Subscription Agreement”). Defined terms shall have the meaning accorded to such terms in the Master Subscription Agreement unless otherwise set forth herein.

By executing the Order Form to which this Services Description is attached, Subscriber hereby expressly agrees to all terms and conditions of the Order Form, this Services Description, and the Master Subscription Agreement. In the event of any conflicts in terms among the Order Form, this Services Description and the Master Subscription Agreement, the terms of the Master Subscription Agreement shall prevail.

For the avoidance of doubt, Higher Logic Thrive Marketing Services Package will begin upon Subscriber’s execution of the Order Form which references “HL Thrive Marketing Services Package” and upon Subscriber’s confirmation of readiness to start HL Thrive Marketing Services Package. Higher Logic will provide Subscriber with a Higher Logic Marketing Advisor to deliver stated services.

### **Scope of Services**

The Higher Logic Marketing Advisor is engaged with your organization for the duration of one year or conclusion of scheduled sessions. The Higher Logic advisor will setup and conduct twelve (12) working sessions, for up to one (1) hour each, in collaboration with

your named point of contact. Working sessions are based on predefined topic and functional areas within the marketing solution and working sessions will be mutually agreed upon by the Higher Logic Marketing Advisor and the Subscriber’s named point of contact. Sessions not used within the year will not rollover to the following year. The Higher Logic Advisor will deliver a quarterly activity report to the Subscriber.



Higher Logic may provide services across a range of components related to the Subscriber's HL Thrive Marketing Services Package as described below. During this working session the Higher Logic Marketing Advisor will work with the Subscriber's point of contact to consult or and in some cases execute working session items, including:

- **Email Management:** The Subscriber's Higher Logic Marketing Advisor could send email through the Higher Logic Thrive Marketing Platform with the Subscriber or on their behalf.
- **Advisory:** The Subscriber's Higher Logic Marketing Advisor could advise the Subscriber and provide guidance of how to best utilize the software.
- **Implementation Support:** The Subscriber's Higher Logic Marketing Advisor will work with Subscriber to build out and execute a launch plan, could replicate existing email templates into the Thrive Marketing Platform.

The following are examples of working session items or topics:

Component	Benefits
Email Management	<ul style="list-style-type: none"> <li>• Set &amp; Send: creation of newsletters and one-off emails based on copy provided by the Subscriber</li> <li>• Test: Provide a test email to the main POC to review and approve</li> <li>• Build &amp; Execute: creation of campaigns and mailings linked to campaign sections</li> <li>• Template design and support: Up to three (3) new templates to support campaigns</li> </ul>
Advisory	<ul style="list-style-type: none"> <li>• Metrics &amp; analysis insight</li> <li>• How to create branded unsubscribe pages</li> <li>• How to create landing pages</li> <li>• Preference Management Pages</li> <li>• Dynamic Targeting</li> <li>• How to build bulk mailing</li> <li>• Hands-on support in constructing automated campaigns</li> </ul>

- o Map out the campaign process flow
- o Define appropriate date and time wait steps
- o Set up branch logic to customize communication flow
  - Functional training sessions
  - Persona setup
  - Engagement scoring setup
  - Web Tracking guidance
  - Measurement and tracking
  - Email results and review of performance metrics
  - Strategic guidance
  - Deliverability Review & guidance

## APPENDIX

### Engagement Roles & Responsibilities

The following roles and responsibilities required for this project for both the Subscriber and Higher Logic are outlined below.

#### Higher Logic Team

Higher Logic will provide people resources throughout the HL Thrive Marketing Services. The resources assigned to the roles described in the table below will provide the services and deliverables outline in the services description.

Higher Logic Roles	Responsibilities
Higher Logic Marketing Advisor	Higher Logic will designate a Marketing Advisor as primary point of contact through the duration of the Strategic Services contract.



Higher Logic may, at its discretion and upon reasonable notification to the Subscriber, reassign individuals in any of the roles listed above. Advisors are assigned based on type of service and need.

## Subscriber Team

The Subscriber will provide people resources as listed below to deliver required inputs. In the event of a change to a key resource, the Subscriber will provide Higher Logic with reasonable notification to ensure a resource transition occurs. The Subscriber and Higher Logic may supplement the resources and roles as necessary to ensure project completion.

Subscriber Roles	Responsibilities
Point of Contact (“POC”)	Subscriber will designate a single point of contact (the “POC”) to facilitate communication during the engagement. The POC will remain the single point of contact for all required Subscriber planning and approvals related to the HL Thrive Marketing Services.
Subscriber Marketing Stakeholder(s)	The POC may identify specific Subscriber Membership Stakeholder(s) responsible for collaborating with the POC and the Higher Logic Marketing Advisor on the strategy and content. Membership Stakeholders are expected to develop a basic level of understanding of Higher Logic Marketing Automation Platform features and functionality.

## Subscriber’s Responsibilities

HL Thrive Marketing Services

- Subscriber will manage creation, customization, schedule, and approval of communications copy.
- The Subscriber will facilitate approval on content, application requirements, and timing of the mailings by HL.
- The POC will facilitate approval of configuration and content for automated system actions.

## Assumptions

- All services will be performed by Higher Logic remotely. Subscriber acknowledges that Higher Logic may provide HL Thrive Marketing Services from any of Higher Logic’s locations of operation.
- The Email Management service is to work in conjunction with the Subscriber and normal email cadence



# higher logic

- Subscriber will proof all communications in languages other than English.
- Subscriber will provide Higher Logic with no fewer than two (2) business days' notice for any scheduled meetings.
- Any travel, meals, and accommodation expenses for onsite visits, if any (ex: Strategic Planning Workshop), will be paid by the Subscriber. Higher Logic will work with Subscriber to ensure flights and hotels are booked with Subscriber's preferred providers (where applicable) and within reasonable rates.
- Services will be performed from Monday through Friday during Higher Logic's regular business hours at the location where the Services are performed. Alternative arrangements must be mutually agreed upon, in writing, by both the subscriber and Higher Logic.
- Higher Logic Marketing Advisors will not communicate with Subscriber points of contact via the Subscriber's internal intranet or chat (ex: Slack, Skype).
- The Subscriber is expected to enroll and consume Higher Logic's on-demand training resources to adequately onboard. Subscriber may in its sole discretion register for additional training, including but not limited to: live public training, distance learning training, webinars, on-demand learning, learning paths, custom private on-site training available at Higher Logic's then current rates.
- Higher Logic reserves the right to reassign resources, reschedule and/or re-prioritize the HL Thrive Marketing Services or any milestone related to the HL Thrive Marketing Services in the event that Subscriber is not responsive and/or in the event that the Subscriber requests a delay of the HL Thrive Marketing Services.

## Out of Scope Services

The parties acknowledge and agree that the tasks and activities listed below are, without limitation, outside the scope of the HL Thrive Marketing Services and are not provided by Higher Logic as part of the HL Thrive Marketing Services. If Subscriber requests an out-of-scope service, whether included on this list or otherwise determined by Higher Logic to be out-of-scope (a "Change Request"), Higher Logic will consider such a request and may, at its sole discretion, provide such additional services under a time and materials (T&M) fee of \$200 per hour. If requested, Higher Logic will prepare a cost estimate and timeline for the additional services and, upon Subscriber's execution of an order form detailing the Change Request Services, will commence work. Higher Logic reserves the right to decline any change request.



Services considered out of scope for HL Thrive Marketing Services include but are not limited to the following:

#### Technical

- Subscriber's HL Thrive Marketing implementation
- Template and campaign migration
- Custom software development requests, platform enhancements or add-on functionality (ex: Javascript)
- Management or use of the organization's AMS/CRM
- Product changes/ enhancements
- Integration changes (e.g. adding demographics, SSO changes, security groups)

#### Content Creation

- Creation of marketing material such as email copy, graphic design, social media posts, one-pagers, infographics, or PDF's
- Creation, custom reporting, custom data visualization (ex: infographic), or the management of third-party analytics tools
- Custom creation of videos, including marketing videos, screencasts, recordings of site demos, or delivery of webinars
- Custom creation of Subscriber-specific support manuals (ex: Playbooks, Handbooks, Toolkits, Guides) with operating procedures on Higher Logic features or functionality.

#### Design

- Graphic design, site redesigns, ad creation, web design, email design or other major visual updates to your Higher Logic platform, unless outlined within the Agreement's Scope of Services, or outlined within a separate Services agreement.

#### Other

- Participation in internal meetings with the Subscriber's organization outside of the designated virtual meetings including but not limited to Subscriber's staff meetings or board meetings)
- Business dealings, negotiations or material creation for the Subscriber's internal department, investor, or vendor meetings (ex: board meetings)
- Selection, coordination, and contracting with third-party vendors