

March 29, 2018

Barry Shelley, CEO
ARRL
225 Main Street
Newington, CT 06111-1494

Dear Barry:

This Master Service Agreement (MSA) covers Mintz & Hoke Inc., d/b/a Mintz + Hoke (Agency) services provided to ARRL (Client).

Agency will devote best efforts to the Client's interests, maintain the highest standards of Agency's industry and endeavor in every way to make Client's communications program successful.

Assignment/Services

- The services Agency will perform for Client under this MSA will be detailed out on a separate document that will be titled Exhibit "A", "Scope of Work and Compensation." The details of the project will be outlined as well as the compensation structure for that project.
- Additional projects may be attached to this MSA and will be subject to the same terms as outlined in this Agreement. Each will be estimated and approved and become part of this document and titled with the next Exhibit letter.

Compensation, Billing and Payment

Agency compensation is based upon the workload set forth in the Exhibit(s). Should the scope of a specific assignment or workload change or a given project be canceled or added, the parties will agree on any resulting compensation adjustments.

Client will be invoiced for the estimated totals for each project, as outlined in this Scope of Work.

Any additional assignments or services required will be estimated for Client's written approval prior to beginning work. Approvals may be made via email, fax or letter. If no agreement is made prior to the start of work, Agency will charge Client at Agency's standard rates for the work Agency performs and invoice for any materials or services Client has authorized Agency to purchase.

All outside production costs Agency incurs in producing advertising or other communications (such as talent, studio time, photography, illustrations, marketing or production agencies, etc.) will be billed on a monthly basis. Agency will present written production estimates and obtain Client's written approval in advance for all jobs.

All outside media costs Agency incurs when reserving space and time from a media plan that has been approved by Client will be paid by Agency only to the extent that we have received payments from Client. The liability for payment of these media costs lies with Client until Client has paid the media invoices that are billed by Agency to Client. Once the Agency receives payment in full from the Client, the liability shifts to Agency. With the exception of broadcast, all media will be invoiced one (1) month in advance, preceding the month in which advertising will occur.

Upon Client's written approval of a broadcast production estimate, Agency will bill fifty percent (50%) of the estimated cost and carries terms of net ten (10) days. Agency will bill the next forty percent (40%) of the estimated cost upon rough cut approval with the balance billed upon completion of the assignment. Other production costs (e.g. print) will be billed monthly as incurred.

Out-of-pocket expenses Agency incurs in relation to Client's account, such as long distance travel and telephone charges, express mail, and shipping will be approved in advance by ARRL and billed at Agency's net cost on a monthly basis.

Terms on all billing will be net thirty (30) days. Payment should be sent to Mintz + Hoke, 40 Tower Lane, Avon, CT 06001. Electronic payments are accepted. Information is available upon request.

Commitments to Third Parties

Agency's role in incurring production costs for advertising and promotional materials will be that of Agent for a disclosed principal. All such purchases will be subject to Client's prior written approval.

If Client directs Agency to cancel or terminate any previously authorized purchase or project, Agency will promptly take appropriate action and Client will indemnify Agency and hold Agency harmless from any liability for commitments on Client's behalf or any losses or expenses incurred as a result.

Ownership and Rights

Except as provided herein and/or unless otherwise provided in the relevant Scope of Work and compensation, Client shall, upon payment in full, own all deliverables connected with this agreement and all U.S. and international copyrights, patents, trademarks and all associated intellectual property rights in those deliverables. All such deliverables shall be considered work made for hire owned by Client.

Notwithstanding the foregoing, Client understands and agrees that, as agent for a disclosed principal, Agency may purchase or license materials (such as photography, illustration, music) owned by third parties for inclusion in work produced by Agency hereunder. In such circumstances, Client's rights in and to such materials shall be limited as provided in the license or other contract with the owner of the materials. Agency will disclose any reservations of intellectual property or other property rights that it is aware of. Agency will not be responsible for any use by Client of any third party property which is not consistent with the limitations of the purchase or license agreement.

Interactive Code Ownership

Notwithstanding Client's ownership interest in the products provided to Client by Agency hereunder, Agency shall have unlimited use of computer software, scripts and programming code Agency creates in connection with the development of the products hereunder. Software, scripts and programming code will be incorporated into Agency's code library and may be used for future Client work. Agency will not use any of Client's proprietary data, information or methods except for the development of the products hereunder.

Any software, scripts or programming code Agency has previously developed (Agency Materials) and uses in developing the products hereunder shall remain the sole and exclusive property of Agency, but Client shall have unlimited use in perpetuity of such programming, script or code as these apply to the products developed hereunder.

Client acknowledges and agrees that Agency shall have the right to provide interactive products and services to other parties which are similar to those provided to Client and to use or otherwise exploit any Agency Materials in providing such services.

Indemnification

Client will be responsible for the accuracy, completeness and propriety of information concerning Client's organization, products, competitors' products and services which Client furnished to Agency in connection with the performance of this Agreement.

Accordingly, Client indemnifies and holds Agency harmless from and against any loss, damage, liability, claim, demand, suit and expense (including attorney fees) which Agency may incur as the result of any claim, suit or proceeding made or brought against Agency based upon any advertising or other communications services which Agency prepared or performed for Client and which Client approved in writing, which approval may be evidenced by telex, telecopy, e-mail, intranet or other written communication by Client, before its publication or

broadcasting, and which is based on assertions made as to Client's organization, products, competitors' products and services which Client furnished to Agency in connection with the performance of this Agreement.

Client will also similarly indemnify and hold Agency harmless in respect of any loss Agency may sustain resulting from any claim, suit or proceeding made or brought against Agency arising out of the nature or use of any of Client's products or services.

Agent will indemnify and hold Client harmless from and against any loss, damage, liability, claim, demand, suit and expense (including attorney fees) which Client may incur as the result of any claim, suit or proceeding made or brought against Client and/or Agency based upon any services, products, advice or recommendations which Agency made, prepared or performed for Client hereunder; and with respect to any loss Client may sustain resulting from any claim, suit or proceeding made or brought against client arising out of the nature or use of any of Agency's products or services.

In addition to and not in lieu of the foregoing indemnification and hold harmless obligation of Agency, in the event of any proceeding against Client by any regulatory agency or in the event of any court action or self-regulatory action challenging any advertising Agency prepared for Client, Agency will assist affirmatively in the preparation of the defense of such action or proceeding and cooperate with Client and Client's attorneys without charging Client for time.

Safeguarding of Property

Agency will take all reasonable precautions to safeguard any property Client entrusts to Agency's custody or control, but if Agency is not negligent and does not willfully disregard Client's property rights, Agency will not be responsible for any loss, damage, destruction or unauthorized use by others of any such property.

Terms of Agreement

The term of this Agreement commences on said date and will continue in full force and effect until terminated.

Either party can terminate this Agreement, with or without cause, by submitting written notification sixty (60) days prior to the intended termination date.

Rights Upon Termination

Upon termination Agency will transfer and deliver to Client all property or materials in Agency's possession that belong to Client; which Client provided to Agency; or which Client has paid for.

Agency also agrees to give all reasonable cooperation toward transferring, with approval of third parties in interest, all contracts and other arrangements with advertising media or others, for advertising space, facilities and talent, and other materials yet to be used, and all related rights and claims upon being duly released from Agency's obligation.

Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising, except that any non-cancellable contracts that Client authorized and still exist at termination which Agency cannot assign to Client or someone Client designates, Agency will carry to completion and Client will pay for under the payment terms outlined above.

During the period of termination, sixty (60) days as referenced above, the rights, duties and responsibilities of both parties shall continue.

If at the end of the sixty (60) day notification period there is still work in progress that Client feels must be continued to finish a given program, Agency will extend Agency services to complete these specific jobs, over

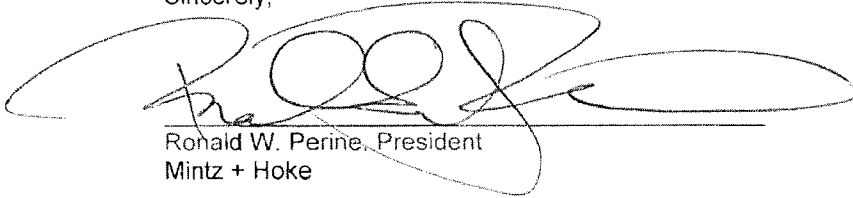
a reasonable period of time. Agency will provide estimates for any extended service for Client's written approval before completing the work.

Governing Law, Arbitration of Disputes

This Agreement will be interpreted in accordance with the laws of the State of Connecticut. Agency agrees that any disputes will be resolved through Alternate Dispute Resolution or Arbitration in Connecticut rather than through court action.

If the terms of this Agreement are acceptable to Client, please sign and return one copy of this letter. Mintz + Hoke looks forward to a successful relationship.

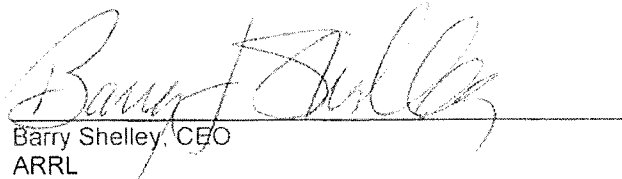
Sincerely,



Handwritten signature of Ronald W. Perine, President of Mintz + Hoke, written in black ink over a horizontal line.

Ronald W. Perine, President
Mintz + Hoke

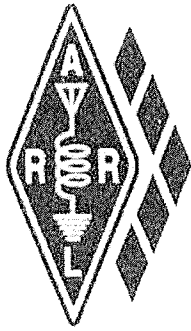
4/6/18
Date



Handwritten signature of Barry Shelley, CEO of ARRL, written in black ink over a horizontal line.

Barry Shelley, CEO
ARRL

4/6/18
Date



ARRL The national association for
AMATEUR RADIO™

“EXHIBIT A”

ARRL: Lifelong Learning Discovery and Strategy Phase

Scope of Work

Prepared: April 2018

ARRL's Lifelong Learning initiative will provide a bridge into the second century of amateur radio, converting and retaining membership of enthusiasts and newly minted hams. It has the power to connect generations of amateur radio operators based on shared values. No other organization is positioned to uniquely fulfill on the need for education. Which means ARRL can deliver value by providing this essential support to further the next century of the craft.

To execute against the need for accessible educational materials, ARRL needs to develop a program and online platform for amateur radio enthusiasts to continue on their journey. That process begins with discovery and strategy *and* web discovery and requirements. The ultimate outcome will provide a clear path for ARRL to move forward with creating the Lifelong Learning program. This process will also establish the technology platform and digital strategy that will lay the foundation for the future of ARRL.org.

The following Scope of Work outlines the phases of discovery and strategy, web discovery and requirements, along with deliverables to identify what ARRL and Mintz + Hoke are responsible for producing at each stage.

To kick off this phase, ARRL and Mintz + Hoke will work together to define objectives, brand proposition, key messages and target audiences based on discovery and strategy development. Mintz + Hoke will perform a thorough analysis of existing research and conduct key stakeholder interviews, followed by a Focus.Fast. input development session with the ARRL Staff Working Group.

A Focus.Fast. strategy session is a half-day, moderated input session. Mintz + Hoke will host the session and invite key staff from ARRL, and potential stakeholders, for a guided and thorough exploration of brand and audience challenges, audience personas and goals for a future state. The documented outcome will be a foundation for all ARRL brand communications and website development work. The process is a proven consensus builder that provides ARRL with a tool with which to evaluate and approve business, marketing and communications work throughout the organization. The session will analyze and prioritize:

- Objectives and metrics
- Audiences and mindsets
- Market environment
- Brand assets/potential brand messages

The results of the session will lead to the creation of a brand message matrix. The final brand message will be created and presented in a matrix format, defining overall brand positioning, Brand Expression and specific messages targeting each audience/segment vertical. See the appendix of this document for examples of brand message matrices.

Findings from this phase are essential to begin the process outlined in the web discovery and requirements phase.

- Creative brief.
 - Data dig of existing research (analysis and implications).
 - 6 key stakeholder interviews.
 - Focus.Fast. input session with Staff Working Group.
 - Audience persona development.
 - Brand message matrix.
 - Tactical plan (revised communications map).
 - Social media strategy (recommendations for internal staff to execute).
-
- Readex research.
 - Identification of 6 key stakeholders for interviews.
 - Focus.Fast participation.

This process will be directly informed by findings and decisions made during the Discovery and Strategy process. Audience needs and message direction will be strongly considered as M+H works with ARRL to evaluate new and existing functionality, organizing principles for content, engagement tools and performance metrics for ARRL's web presence.

The work done as part of the Web Discovery and Requirements process will encompass the initial Lifelong Learning website as well as the ARRL.org website. While the ARRL.org website is expected to remain online throughout the implementation process for the Lifelong Learning website, these are expected to ultimately be unified into a single web presence for ARRL in the future. This process will ready us for the user experience design, creative design and implementation of the Lifelong Learning website, but will also lay the foundation for the future of ARRL.org.

This SOW assumes that to bring the Lifelong Learning web presence online, ARRL will need two websites to be integrated together. ARRL will need a promotional Lifelong Learning website to showcase available courses and enable users to register for and purchase access to courses. This would be designed and custom-built by M+H, and would be supported by a content management system (CMS).

ARRL will also need a Learning Management System (LMS), which is an off-the-shelf platform that houses all course content. The LMS would support interaction with course content, assessment tools and user transcripts. ARRL is expected to contract and directly manage the relationship with the LMS. M+H would handle the technical design and build of the necessary integrations between the promotional Lifelong Learning website and the LMS.

Legacy Website Assessment

Audit legacy website to identify all functionality and key content areas to be considered during requirements process. Work closely with ARRL staff working group to understand business reason for each existing element. Analyze data associated with user behavior in regard to existing functionality and content. Evaluate potential contribution of each set of functionality and content area to addressing audience needs and achieving overarching objectives. Prepare summary of observations and implications for each set of functionality and content area to inform decisions to be made as part of the Requirements Summary and Digital Strategy.

Course Platform Exploration

Budget assumes that ARRL will identify learning management system (LMS) platforms and work with their respective sales representatives to gain an understanding of each platform's capabilities and benefits. Assumes staff working group will narrow desired LMS platform down to 2-3 options and put M+H in contact with ARRL's sales representatives for each.

Mintz + Hoke will work with ARRL's staff working group and sales/technical representatives for 2-3 LMS platforms to understand functional capabilities, technical specifications, and integration details. Following initial course platform exploration and requirements summary process, evaluate platforms based on ability to support program objectives, business requirements and integrate with other technology to be used in support of overall Lifelong Learning initiative and future ARRL.org website.

Requirements Summary

Work closely with ARRL's staff working group and IT resources to document business requirements and technical specifications upfront. This way, the website supports internal operations needs including staff roles and responsibilities, compatibility with existing infrastructure, and flexibility to scale up in the future to support desired ARRL.org content and functionality. Assign each business requirement a priority level, which will be used to solidify anticipated level of effort for future user experience design, creative design and development work.

Digital Strategy

Identify appropriate engagement points for various audience segments. Establish sitemap for initial Lifelong Learning website, and preliminary high-level sitemap for ARRL.org. Sitemap defines organization of content on the website to ensure ease of navigation for each audience. Create focused performance measurement plan that defines Key Performance Indicators (KPIs) around each objective to set up ARRL's capacity to monitor the website once it launches. This information will be collected in a presentation document and will be used to inform future content audit, user experience design and creative design efforts.

- Summary of observations and implications for each set of functionality and content area from the existing ARRL.org website.
 - Technical evaluation of 2-3 LMS options identified by ARRL.
 - Business requirements, which outline all needs and expectations that are to be accommodated through the website. These define what the website will do rather than how it will be done. These include but are not limited to:
 - Administrative permission expectations for staff.
 - Specific functions that the end user must be able to carry out on the website (e.g., process a payment for access to a course).
 - Integration points the website is expected to have with other systems (e.g., LMS, marketing automation system).
 - Technical specifications, which outline the following:
 - Recommended technology platforms to be used based on information gathered in discovery and requirements process.
 - Minimum system requirements to support hosting the specified technology platforms.
 - Browser and device compatibility recommendations.
 - Engagement content recommendations by audience segment.
 - Sitemap for LLL website.
 - Preliminary, high-level sitemap for ARRL.org.
 - Performance measurement plan.
-
- Provision of access to Google Analytics and any other relevant data sources.
 - Legacy website assessment participation.
 - Evaluation of LMS options, followed by:
 - Identification of 2-3 LMS platforms for M+H to further evaluate.
 - Contact information for 2-3 LMS options that M+H will use to further evaluate for a final recommendation.
 - Participation by Staff Working Group and IT staff to identify business requirements and priority.

- **Discovery + Strategy**
 - 4 months (17 weeks) from date of kickoff Estimated kickoff date: week of April 9-13
- **Web Discovery + Strategy**
 - 3 ½ months (15 weeks) from date of kickoff
 - Estimated kickoff date: week of April 9-13

\$75,000

Budget assumes one round of revisions on each deliverable. Budget does not include software license fees, travel, tax, shipping or any out-of-pocket expenses. Additional out-of-pocket expenses will be estimated separately.