



## MAINTENANCE AND SUPPORT POLICY FOR PRIORITY ENGINE

This Maintenance and Support Policy for Priority Engine applies to Client's purchase and use of TechTarget's Priority Engine Services. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the TechTarget, Inc. General Terms and Conditions available at: [www.techtarget.com/terms-and-conditions](http://www.techtarget.com/terms-and-conditions) (or successor URL) ("Terms Page").

**"Downtime"** means the planned or unplanned inability of most users to access Priority Engine except for causes not attributable to TechTarget and Scheduled System Maintenance.

**"Scheduled System Maintenance"** or **"SSM"** means planned and scheduled maintenance of TechTarget's systems and servers necessary for the delivery, maintenance and use of Priority Engine announced to Client with at least forty-eight (48) hours advance notice.

**"Support Hours"** means TechTarget's standard office hours from 9:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, excluding U.S. federal holidays.

**"Uptime"** means the time when Priority Engine is accessible to Client, excluding outages due to SSM.

**"Uptime Percentage"** means the product of [(minutes of Uptime – minutes of Downtime)/Uptime]\* 100.

1.1 During Support Hours TechTarget will provide the following support for Priority Engine: (a) when and if available, updates, bug fixes and documentation, (b) limited assistance, including clarification of functions and features, Documentation and guidance in the operation of the services, and response to Client questions, (c) assistance in identifying and verifying the cause of suspected errors, and (d) troubleshooting and providing workarounds for identified errors or malfunctions, where reasonably available to TechTarget. Support specifically excludes managed services, consulting, training, and professional services.

1.2 Priority Engine will be available to Client for an average Uptime of 99%, twenty-four (24) hours a day, seven (7) days per week, subject to SSM (the **"Target"**). If a quarterly report shows that the Uptime Percentage has fallen below 99% during the term of your Subscription to Priority Engine, you shall be entitled to a credit equal to 1% of the quarterly subscription fee for each percent that Priority Engine's availability has fallen below the Target. If the Uptime Percentage falls below 85%, Client shall be entitled to a credit equal to fifty percent (50%) of the quarterly subscription fee.

1.3 Upon Client's written request, TechTarget may provide limited integration, set-up, and configuration assistance to Client. TechTarget shall employ due care and attention if it accesses Client's systems or servers. TechTarget may subcontract its obligations with respect to support; however, TechTarget shall remain solely responsible to Client for any such obligations.

1.4 This policy does not include support services requested as a result of, or with respect to causes, which are not attributable to TechTarget, which include, but are not limited to, (a) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by TechTarget; excessive heating; fire and smoke damage; operation of Priority Engine with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use;

(b) improper integration by Client or Client's use or misuse of Priority Engine that deviates from any operating procedures established by TechTarget or the Documentation and the consequences thereof, such as outages caused by Client or other customers; (c) actual or attempted modification, customization, alteration or addition of Priority Engine undertaken by any party other than TechTarget; (d) downtime resulting from Client requests or SSM; (e) network errors outside of the control of TechTarget; (f) server errors and limitations set by third-party service providers; or (g) other such unavailability caused by circumstances beyond TechTarget's reasonable control, including Force Majeure events. TechTarget is not responsible for limitations or inability to use Priority Engine by Client, which are the result of failures or defects in services or equipment which are not provided by TechTarget, or problems presented by Client's technological infrastructure, security, or related reviews, approval, and procedural requirements ("Third Party Issues"). In the event of Third Party Issues, Priority Engine is considered still available under this policy, the General Terms, and the applicable Service Specific Terms.

1.5 TechTarget's provision of support is subject to Client: (a) providing TechTarget with necessary access to employees and/or Authorized Contractors with the requisite knowledge of Client's systems, servers, and Priority Engine instance, including, as applicable, any integrations thereof, during Support Hours; (b) providing appropriate supervision, control and management of the use of Priority Engine, including training Employees and Authorized Contractors regarding the use of the services and their obligations with respect to the data available through Priority Engine and the Documentation; (c) recording and promptly reporting to TechTarget all detected errors or malfunctions of Priority Engine; (d) taking all steps necessary to rectify errors or malfunctions within a reasonable time after such procedures have been received from TechTarget; and (e) appointing someone knowledgeable in the operation of Priority Engine to serve as primary contact between Client and TechTarget regarding the provision of support.

1.6 This policy is subject to change at TechTarget's sole discretion, updates to this policy will be published from time to time on the Terms Page.