



## TERMS AND CONDITIONS

In addition to the Insertion Order for the Services executed by you (“**Client**”) and delivered to TechTarget, Inc., a Delaware corporation with an office at 275 Grove Street, Newton, Massachusetts 02466, and its subsidiaries and Affiliates (“**TechTarget**”), these Terms and Conditions (“**Terms**”) will govern the delivery of the Services (as set forth in the applicable Insertion Order) that Client has purchased from TechTarget. The Insertion Order, together with these Terms, are referred to as the “**Contract**.” TechTarget and Client are together referred to herein as the “**Parties**,” or each may be referred to individually as a “**Party**.” Unless otherwise defined herein, capitalized terms shall have the meanings set forth in Schedule 1.

### 1. IT DEAL ALERT™ PRIORITY ENGINE™

To the extent Client purchases a Priority Engine subscription, as identified in the IO, the terms provided in this Section 1 shall apply.

**A. Grant of License.** For so long as the Contract is in force, and subject to the terms of the Contract, TechTarget grants to Client and its Designated Users a non-exclusive, non-transferable, and personal license to use Priority Engine and the Documentation for the duration of the Campaign Term. The ability to export Prospect Information from Priority Engine shall cease upon the Client exporting the maximum number of TechTarget active prospects, contacts, and other Leads (“**Export Cap**”) as set forth in the IO. Client’s export of Third Party Integrated Content, if any, from Priority Engine shall not count towards their Export Cap.

**B. Authorized Contractors.** Authorized Contractors may operate Priority Engine on the Client’s behalf, provided that (1) Client is responsible for ensuring that the Authorized Contractor complies with these Terms on the same basis as applies to Client, (2) such use is only for Client’s internal business purposes as contemplated in the Contract, and (3) Client shall remain fully liable for any acts or omissions by the Authorized Contractor.

**C. Access Credentials.** As soon as practicable following execution of the applicable IO, but in no event later than the Campaign Start Date, TechTarget shall provide Client’s Power User with access credentials to Priority Engine defined as (1) an access license key in the event that Client has chosen to integrate Priority Engine with its Databases via an API or (2) credentials enabling Client to log into TechTarget’s website designated for the delivery of Priority Engine. Priority Engine will be deemed accepted upon TechTarget’s delivery of the access credentials to Client along with applicable use requirements, if any. Client shall be responsible for integrating the API with its Databases as permitted under these Terms.

**D. User Profiles.** Client shall have the ability to assign one of three (3) types of User Profiles equal in number to the number

of license seats represented on the applicable IO to its Employees and Authorized Contractors.

1. **Power User.** Client is permitted to have one (1) Power User per subscription. Client’s Power User has the ability to use the entirety of Priority Engine as outlined on the applicable IO. The Power User shall serve as Client’s primary point of contact and, further, shall have the ability to assign User Profiles to other Employees and Authorized Contractors, add and remove Service segments, and export lists of active prospects, contacts, and other Leads from Priority Engine.

2. **Sales Users.** Client is permitted to designate as many Sales Users (e.g., Client’s Employees or Authorized Contractors whose primary job functions entail selling Client’s goods or services) per subscription as designated on the applicable IO. Sales Users shall be permitted to use the information accessible via Client’s Priority Engine subscription to promote sales of the Client’s products or services.

3. **Marketing Users.** Marketing Users are not permitted to export lists of active prospects, contacts, and other Leads from Priority Engine. Marketing Users (e.g., Client’s Employees or Authorized Contractors whose primary job functions entail marketing Client’s goods or services) shall be permitted to use Client’s Priority Engine subscription to market Client’s products or services.

**E. Processing of Client Content.** Client’s use of Priority Engine may involve the processing and display of Client Content either through direct integration with sales or marketing Databases or through information provided to TechTarget customer service representatives. Client grants to TechTarget the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Client Content solely to the extent necessary to provide the Priority Engine service to Client. Title to and ownership of Client Content will, at all times, remain the sole property of Client and shall be subject to the confidentiality provisions of Section 12.

**F. License Restrictions.** Client agrees that it will not itself, or through any subsidiary, Affiliate, agent or other third party: (1) sell, lease, license, sublicense, encumber, or otherwise deal with or transfer to any third party any portion of Priority Engine or Documentation; (2) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code or API for any portion of Priority Engine; (3) use any automatic or manual process to monitor or copy any portion of Priority Engine; (4) use any portion of Priority Engine to access unauthorized portions of TechTarget’s systems or servers or to engage in any hacking or security breaches or other such activities on TechTarget’s systems or servers; (5) write or develop any derivative software or any other software program based on Priority Engine or any Intellectual Property rights of TechTarget; (6) provide, disclose, divulge, or make available to, or permit use of, Priority Engine by persons other than Client’s employees without TechTarget’s written consent; (7) interfere

with or disrupt the integrity or performance of Priority Engine or the third-party data contained therein; or (8) alter or remove, or add any embedded Intellectual Property attributions, including export coding and source attributions, contained in Priority Engine, reports, exports, or deliverables. Client acknowledges and understands that TechTarget has the ability to monitor its use of Priority Engine to ensure compliance with the Terms and to suspend its use of the Services in the event that it reasonably believes that Client has breached or is breaching this Section 1. When reasonably practicable and lawfully permitted, TechTarget will provide Client with advance written notice of any such suspension.

#### **G. Changes and Modifications to License.**

1. Export Cap. Client may modify its Export Cap at any time by submitting a written request to its Client Services representative identified in the IO; however, Client acknowledges and understands that such changes may be subject to additional costs and will only be effectuated upon the Parties signing a change order.

2. Audience/Market Segments. Client may change the audience/market segments to which it has access at any time by submitting a written request to its Client Services representative identified in the IO. Such changes may be subject to additional costs and will only be effectuated upon the Parties signing a change order.

3. Designated Users, User Profiles. Client is responsible for notifying TechTarget of the addition or departure of Client's Employees or Authorized Contractors who have been or will be assigned User Profiles. Client is further responsible for the timely addition and removal of User Profiles and access rights to Client's Employees and Authorized Contractors. Such changes and notifications may be facilitated by Client's Power User. In the event that Client must designate a different Power User, Client should submit such request in writing to its Client Services representative designated on the applicable IO at least two (2) business days prior to the date upon which the new Power User requires access.

**H. Third Party Integrated Content.** From time to time, TechTarget may provide access to certain third party content, at no additional cost to Client, through partnership arrangements ("**Third Party Providers**"). These Third Party Providers deliver certain features, including installed technology information, contact data, and business information within Priority Engine ("**Third Party Services**"). The Third Party Services may be specifically branded and attributed within Priority Engine to the respective Third Party Provider. The Third Party Providers retain sole and exclusive ownership of the information provided with the Third Party Services; however, these services are made available to Client at no cost. TechTarget makes no representations or warranties regarding the accuracy or completeness of the information provided with the Third Party Services. Client agrees, with respect to use of the Third Party Services, that it (1) shall comply with all applicable law in connection with the third party content, (2) shall not transfer, distribute, or sell the third party content to any other unaffiliated third-party, (3) shall use the third party content only for Client's internal business purposes or its business-to-business sales,

marketing, or recruiting purposes, and (4) where applicable, shall at all times properly attribute the source of the information to the respective Third Party Provider. Client's use of the Third Party Services is governed by these Terms and any Documentation provided to Client. Client is responsible for ensuring that its use of the Third Party Services complies with any applicable terms of service or other agreements to which Client is a party.

**I. Maintenance and Support.** During the term of the Contract, Client shall be entitled to receive limited maintenance and support in accordance with TechTarget's then current Standard Maintenance and Support Policy, the current version of which appears in Schedule 2. Notwithstanding the foregoing, TechTarget reserves the right, in its sole and absolute discretion, and without penalty, to change, modify, add, or delete any Third Party Services, third party tools, widgets, features, add-ons, or plug-ins which are now, or in the future may be, included, integrated, or otherwise provided with the Services. Client acknowledges and understands that TechTarget's modification, addition, or deletion of Third Party Services will not materially degrade the Services. Notwithstanding any such change, modification, addition, or deletion, all terms and conditions of the Contract shall remain in full force and effect.

#### **2. CAMPAIGN REPORTING**

To the extent that a Campaign involves Services which include Reporting including, but not limited to, lead generation, Microsite Programs, and Branding Services, the terms provided in this Section 2 shall apply. In the event that Client chooses to use a third party in connection with such reporting, the terms provided in Section 3 shall apply.

**A. Confirmation of Campaign Initiation.** Within two (2) business days of the Contract Start Date, TechTarget will send written confirmation to Client stating that the Services have started reporting.

#### **B. TechTarget Reporting.**

1. Determination of Performance Commitments. Client agrees that the Performance Commitment(s) referenced in the Contract (a) are representative of the quantity of deliverables which will be provided to Client over the course of the Campaign, (b) are based upon Client's marketing offers, and (c) that its marketing creative materials, specific offers, and timely provision of any required deliverables directly impact TechTarget's ability to satisfy the stated goal for Performance Commitments. Client agrees to work with TechTarget to determine mutually agreeable marketing creative and marketing offers, and to incorporate TechTarget's input into such marketing creative and marketing offers.

2. Measurement of Performance Commitments. All online Performance Commitments will be measured by TechTarget's ad servers or other applicable third-party measurement service. If TechTarget is serving the Campaign or tracking performance metrics on Client's website, TechTarget will make reporting available at least weekly, in writing, unless otherwise specified in the IO. Reports will reflect aggregate

performance to date broken out by placement and summarized by creative execution, content area (Ad placement), Impressions, Clicks, spend/cost, and other variables as may be defined in the IO (e.g., keywords).

3. **Fulfillment of Performance Commitments.** Client will not be charged additional fees if the Performance Commitments referenced in the Contract are exceeded. For Campaigns that include a lead guarantee of Performance Commitment, TechTarget will continue to run the specified services through the end of the stated Campaign period even if the Performance Commitments delivered are satisfied prior to the expiration of the stated Campaign period. Notwithstanding anything contained herein or in the IO to the contrary, for all Campaigns that contain a lead guarantee Performance Commitment, the Client acknowledges and agrees that, in the event that the IO lists any specific content assets, that such assets (and the quantities thereof) are listed as examples only of components of the Campaign that TechTarget may elect to deploy in support of the Performance Commitment; provided, however, TechTarget reserves the right to determine which, and what quantities, of such assets to deploy, including the right to deploy additional or different assets in the course of the Campaign. In the event that Client delivers Client Content to TechTarget within the five (5) days preceding the Campaign Start Date, TechTarget reserves the right to deploy the Client Content early, provided that the Campaign End Date remains unchanged.

If TechTarget learns that it may not fulfill its Campaign obligations, including by not meeting the Performance Commitments by the Campaign End Date, TechTarget retains the right, in its sole discretion, to satisfy any such Campaign deficiencies by (a) continuing to run the Campaign, or (b) running additional marketing Campaigns or services.

4. **Tracking Pixel.** In the event that a Campaign is based on a performance metric to be tracked on Client's website, the method for tracking the completion of the performance metric shall be set forth in the IO. TechTarget may require that Client install a tracking pixel on the confirmation page for each Ad to be delivered hereunder, to track and provide estimated live statistics for TechTarget or Third Parties who are promoting Client's Campaign on TechTarget's behalf. If Client removes or manipulates the tracking code at any time during the Campaign, without express written permission from TechTarget, TechTarget may suspend performance and, if applicable, Client agrees to pay TechTarget for the days during which the tracking code was absent or manipulated based on the average daily conversion measurements (using daily click counts and/or conversions for the seven (7) days prior to the tracking code being removed or manipulated). Client's tracking count shall be used for invoicing purposes.

### 3. CLIENT'S USE OF THIRD PARTY PROVIDERS

#### A. Generally.

1. Unless otherwise mutually agreed upon by the Parties in writing, all Leads, impressions, and other similar deliverables shall only be delivered to Client or their designee. In the event that Client chooses to use a third party provider, such as a lead delivery platform, optimization service, or Third Party Ad Server,

in connection with the Services, then Client shall provide TechTarget with (a) the identity of, and general contact information for, the third party, (b) the name, title, telephone number, and email address for a primary contact at the respective service provider, and (c) such other information requested by TechTarget to facilitate the use of such service provider. Service deliverables will not be submitted to the specified third party provider unless and until the use of such third party provider is approved by TechTarget in writing.

2. Unless the Parties otherwise mutually agree in writing or unless otherwise provided herein, the measurement used for invoicing shall be based on the data in TechTarget's servers or systems ("**Controlling Measurement**").

#### B. For Branding Services Only.

1. **Ad Serving and Tracking.** Client may use a Third Party Ad Server provided that, in addition to the foregoing information, Client provides TechTarget with either (a) login credentials for the Third Party Ad Server to allow TechTarget to access data or (b) daily reporting to TechTarget. Client may only utilize third-party platforms with respect to Viewability and/or Verification that deliver Impressions in accordance with standards established by the Media Ratings Council or other equivalent and accepted industry standard ratings body. Once approved, Client's Third Party Ad Server may not be substituted without TechTarget's prior written consent. Failure to comply with this section will, in TechTarget's sole discretion, result in either a guarantee being deemed null and void or reliance by TechTarget solely on the Controlling Measurement.

2. **Controlling Measurement.** If both Parties are tracking delivery, Controlling Measurement will be determined as follows: (a) except as otherwise specified herein, the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the "**IAB Guidelines**"); (b) if both ad servers are compliant with the IAB Guidelines, the Controlling Measurement will be the Third Party Ad Server, as long as it provides an automated, daily reporting interface which allows for automated electronic delivery of relevant and non-proprietary statistics to TechTarget in a form and manner that is approved by TechTarget; provided, however, that TechTarget must receive access to such interface in the timeframe as set forth in Section 3(B)(3); (c) if neither Party's Ad Server is compliant with the IAB Guidelines, or the requirements in sub-section (b), above, cannot be met, the Controlling Measurement will be based on TechTarget's Ad server.

3. **Ad Server Reporting Access.** As available, the Party responsible for the Controlling Measurement will provide the other Party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after the Ads go live. The other Party will notify the Party with the Controlling Measurement if such Party has not received such access. If such online or automated reporting is not available, the Party responsible for the Controlling Measurement will provide placement-level activity reports to the other Party in a timely manner, as mutually agreed to by the Parties, in the case of Ads being served by TechTarget. If both Parties have tracked the Ads for the Campaign Term and the

Party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other Party may use or provide its ad server statistics as the basis of calculating Campaign delivery for invoicing.

4. Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the Parties will facilitate a reconciliation effort between TechTarget and the Third Party Ad Server measurements. If the discrepancy cannot be resolved through good faith efforts by both Parties, then Client reserves the right to either (a) consider the discrepancy an under-delivery of the deliverables as described in Section 3(B)(7), whereupon the Parties will act in accordance with that section, including the requirement that Client and TechTarget make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or (b) the Parties will come to a mutual agreement as to the total number of Impressions served (the “**Adjusted Controlling Measurement**”) and Client shall pay an invoice based on the Adjusted Controlling Measurement.

5. Measurement Methodology. TechTarget will make reasonable efforts to publish, and Client will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the IAB and AAAA regarding their respective measurement methodologies with regard to compliance with the IAB Guidelines.

6. Third Party Ad Server Malfunction. Where Client is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Client will have a one-time right to temporarily suspend delivery under the IO for a period of up to seventy-two (72) hours. Upon written notification by Client of a non-functioning Third Party Ad Server, TechTarget will have twenty-four (24) hours to suspend delivery. Following that period, Client will not be held liable for payment for any Ad that runs within the immediately following seventy-two (72)-hour period until TechTarget is notified that the Third Party Ad Server is able to serve Ads. After the seventy-two (72) hour period passes and Client has not provided written notification that TechTarget can resume delivery under the IO, Client will pay for the Ads that would have run, or are run, after the seventy-two (72) hour period but for the suspension, and can elect TechTarget to serve Ads until the Third Party Ad Server is able to serve Ads. If Client does not so elect for TechTarget to serve the Ads until Third Party Ad Server is able to serve Ads, TechTarget may use the inventory that would have been otherwise used for TechTarget’s own advertisements or advertisements provided by a third party. Upon notification that the Third Party Ad Server is functioning, TechTarget will have seventy-two (72) hours to resume delivery.

#### 7. Makegood.

(a) Notification of Under-delivery. TechTarget will monitor delivery of the Ads, and will notify Client in writing as soon as possible if it believes that an under-delivery is likely. In the case of a probable or actual under-delivery, the Parties may arrange for a makegood consistent with the Contract.

(b) Makegood for Reporting Failure. Client will provide TechTarget with written notice of any Reporting Failure within fifteen (15) business days of receipt of the Deliverable. TechTarget will cure such Reporting Failure within five (5) business days of receipt of such notice.

(c) Makegood Procedure. If a deliverable falls below guaranteed levels, as set forth in the IO, or if there is an omission of any Ad, the Parties will use commercially reasonable efforts to agree upon the conditions of a makegood flight, either in the IO or at the time of the shortfall.

## 4. **ADDITIONAL IT DEAL ALERT™ SERVICES**

To the extent Client purchases additional IT Deal Alert Services, as identified in the IO, the terms provided in this Section 4 shall apply.

**A. IT Deal Alert™ Deal Data™**. TechTarget shall periodically deliver to Client reports, containing Account Profiles for individuals that TechTarget has tracked activity on its network against content relevant to the agreed upon technology market segment. The number of contacts and the frequency at which Client shall receive the reports will be agreed upon by the Parties and identified in the IO.

**B. IT Deal Alert™ Qualified Sales Opportunities™**. TechTarget shall deliver Account Profiles of individuals to Client for whom TechTarget has verified an active purchase project through a contact at the account affirming, via telephone discussion, online information, or other means that there is an intention, not a guarantee, to purchase the relevant technology solution within the next twelve (12) months.

**C. Delivery**. The delivery of Qualified Sales Opportunities shall occur weekly until the fulfillment of the number reports or Account Profiles agreed upon by the Parties. The quantity of reports or Account Profiles delivered may vary by week. TechTarget may fulfill the number agreed upon earlier than the estimated Campaign End Date, in which case the Campaign will end upon delivery of the agreed upon number of reports or Account Profiles. If TechTarget has not met the agreed upon number of Qualified Sales Opportunities by the Campaign End Date, TechTarget retains the right to satisfy any shortfall by continuing to run the Campaign.

## 5. **LIST RENTALS**

To the extent Client purchases List Rental services, as identified in the IO, the terms provided in this Section 5 shall apply.

### **A. Email List Rentals.**

1. Contact Information. Client will provide TechTarget with current contact information, including a valid physical address, to be included in all messages sent to individuals included on the applicable list on behalf of Client. Client is solely responsible for handling communications they receive directly in connection with emails sent on behalf of Client.

2. Valid Opt-Out Process. Client will provide TechTarget with an e-mail address to which all opt-out requests will be sent. If Client does not have a dedicated e-mail address for this

purpose, Client may provide a link which an email recipient can click on to opt-out of future communications. This link or e-mail address will be posted in the third-party mailing transmitted to the list on behalf of Client.

## **B. Phone List Rentals.**

1. Telemarketing Materials. TechTarget and Client will draft a script and materials (together, the “**Telemarketing Materials**”) to be used on calls in connection with Client’s list rental. Client shall use Telemarketing Materials to conduct a single telemarketing Campaign. Upon TechTarget’s approval of the Telemarketing Materials, TechTarget will provide the Telemarketing Materials to Client’s contact at its designated telemarketing firm. Client may not materially change the Telemarketing Materials without TechTarget’s prior written approval.

2. Telemarketing Campaign. Client must complete all phone calls in connection with the list rental within forty-five (45) days of receipt of the list from TechTarget. Upon Client’s completion of the phone calls, Client must destroy all physical and electronic versions of the list and certify to TechTarget in writing that it has completed such destruction.

**C. Postal List Rentals.** TechTarget and Client will draft mailing materials (“**Mailing Materials**”) to be used in postal mailings in connection with Client’s list rental. Client shall use Mailing Materials to conduct a single postal mailing Campaign. Upon TechTarget’s approval of the Telemarketing Materials, TechTarget will provide the Telemarketing Materials to Client’s contact at its designated telemarketing firm. Client may not materially change the Mailing Materials without TechTarget’s prior written approval.

**D. Suppression Lists, Do-Not-Call Lists.** Client must provide TechTarget with its current list of individuals who have “opted-out” of receiving emails from Client (“**Suppression List**”) or who have requested that Client not call them (at least one (1) week prior to the start of the Campaign. Client acknowledges and agrees to maintain a Suppression List throughout the duration of the Campaign. In the event that Client refuses or fails to provide TechTarget with a Suppression List, Client shall sign a Suppression List Waiver. TechTarget reserves the right to cancel Client’s List Rental Campaign, without detriment, if Client refuses or otherwise fails to comply with the requirements of this section.

**E. Compliance.** Client acknowledges and agrees that (1) TechTarget may monitor Client’s compliance with the terms set forth in this Section 5 through, among other things, computer control, test and control names, and varied addresses, (2) it may not employ any method to interfere with, detect, alter, or eliminate such compliance controls, and (3) any such attempts to interfere with, detect, alter, or eliminate such compliance controls shall be deemed a material breach of the Contract.

**F. Waiver.** TechTarget assumes no responsibility for the success or failure of Client’s list rental, and will not provide refunds for list rental Campaigns that do not produce Client’s desired results.

## **6. MICROSITES**

To the extent Client purchases Microsite services, as identified in the IO, the terms provided in this Section 6 shall apply.

**A. Launch Date.** The Launch Date must be included in the applicable IO. TechTarget will adhere to the proposed Launch Date, provided that it receives all required Client materials at least thirty (30) days prior to the Launch Date. Client agrees to work with TechTarget in order to launch the Microsite on a timely basis, and acknowledges that TechTarget shall not be held responsible for delays caused by Client. If the Microsite Launch Date is delayed more than sixty (60) days due to Client’s acts or omissions, TechTarget may deem the Campaign cancelled by Client and Client will be obligated to pay the Cancellation Fees set forth in Section 14.

**B. Domain Name.** Upon the Parties determining the name of Client’s Microsite, TechTarget will purchase and register, at its expense, a domain name (“**Domain Name**”). Client acknowledges and agrees that TechTarget (1) will own the Domain Name, (2) will retain any and all right, title, and interest to the Domain Name, and (3) grants a limited license to Client to use of the Domain Name for the purpose of the Campaign. In the event that the Domain Name contains Client Intellectual Property, TechTarget agrees that it will only use the Domain Name for the Campaign.

**C. Use of the Microsite.** The Parties may create surveys or polls for display on the Microsite. Client shall own the results of all surveys and polls, and hereby grants to TechTarget a royalty-free, worldwide, non-exclusive license to use the results of such surveys or polls in an aggregated form and with proper citation for marketing, promotional, and other purposes. TechTarget shall own the survey and poll templates.

## **7. RESEARCH SERVICES**

To the extent Client purchases Research services, as identified in the IO, the terms provided in this Section 7 shall apply.

**A. Delivery.** TechTarget will deliver to Client Research Reports as set forth in the Documentation or the IO.

**B. Modification of Reports.** Client shall not, except as expressly permitted in the Contract (1) modify, adapt, alter, translate, or create derivative works from the Research Reports, (2) allow access to the Research Reports to any third party without TechTarget’s express prior written notice, (3) use the Research Reports other than for its own internal business purposes except as expressly provided herein, or (4) remove, add, or alter any Intellectual Property in the Research Reports.

**C. Support.** Client will have access to TechTarget’s dedicated Research team to assist with the analysis of Research Reports.

**D. License.** Subject to the terms and conditions of the Contract, TechTarget hereby grants Client a worldwide, non-exclusive, non-sublicensable, non-transferable license for the Campaign Term, to allow Employees and Authorized Contractors to use the Services, the Research Reports, and

data specified in the IO strictly for Client's internal business purposes, in accordance with the Contract.

**E. Access.** For purposes of this Section 7(E), Employees shall include up to three (3) employees of any investment fund to which Client provides management services. Client will permit only Employees and Authorized Contractors to access and use the Services, the Research Reports and data.

**F. Restrictions.** Client shall not (1) use Services, Research Reports, or data in connection with providing advice or recommendations to unaffiliated third parties, (2) publish Research Reports or information from the Services in the media, or (3) incorporate Research Reports or information from the Services in any database or marketing list to be provided to an unaffiliated third party.

## 8. CLIENT WEBSITE INTEGRATION

To the extent that Client enables services that enable TechTarget to identify businesses visiting some or all of Client's website(s) so as to facilitate enhanced functionality in Priority Engine or TechTarget Branding Services, the terms provided in this Section 8 shall apply.

**A. Scope of Services.** TechTarget will directly, or through the services of a third party, implement tracking technologies on Client's designated website to evaluate IP traffic to their website or portions thereof in order to identify companies visiting a Client's website, and the pages visited by those companies.

**B. Website Data.** Client understands that this service may involve the temporary processing of IP address traffic to its website. Client acknowledges that TechTarget will not provide any Personal Data in connection with the services in jurisdictions where prohibited. Notwithstanding the foregoing, Client represents and warrants that its use of the Client Website Integration services shall comply with applicable Data Protection Laws and Regulations. TechTarget may, in its sole discretion, cease providing the Client Website Integration services to Client and either remove or demand the removal of the corresponding tracking technologies from Client's website if TechTarget reasonably believes that Client is in violation of the Contract.

**C. Ownership of Client Website Data.** All data captured through the Client Website Integration services (the "**Client Website Integration Data**") are Client's property. Client hereby grants to TechTarget a worldwide, perpetual, irrevocable, fully paid, license to use, display, publish, sell, or license the Client Website Integration Data provided that (1) it is aggregated with data gathered from other TechTarget clients, and (2) it is not used in any way that specifically identifies companies visiting Client's website.

## 9. CAMPAIGN OPERATIONS

**A. Client Creative Materials and Content.** Client must provide TechTarget with all creative materials, Client Content, and other requested information to facilitate the provision of Services no later than the dates specified by TechTarget's Client Services staff. If Client fails to deliver the applicable

creative materials and Client Content to TechTarget either in accordance with the specifications provided by TechTarget for the applicable Campaign (the "**Specifications**") and/or prior to the deadlines set forth by TechTarget's Client Services staff, then TechTarget shall not be held responsible for delivering any specific inventory allocations, performance guarantees, or other commitments of the applicable Campaign and may, in its sole discretion, elect to reset the Campaign Start or End Dates, understanding, however, that the Parties will use good faith efforts to resolve Campaign scheduling concerns in a mutually agreeable fashion.

**B. IO Details.** As applicable, each IO will specify (1) the type(s) and amount(s) of Services, (2) the price(s) for such Services, (3) the total cost of the Services, (4) the Campaign Term, (5) the invoicing cadence for the Services, and (6) and such other pertinent terms which may arise from time to time.

**C. Acceptance.** Unless otherwise agreed in the IO or set forth herein, acceptance of the Contract will be deemed the earlier of written approval of the IO by TechTarget and Client. Modifications to the originally submitted IO will not be binding unless approved in writing by TechTarget.

**D. Campaign Success.** Notwithstanding the provisions set forth in Section 2(B)(3), if TechTarget determines that Client's Campaign is not meeting or exceeding performance expectations, then TechTarget may, in its sole discretion, optimize Client's Campaign by (1) adjusting the Campaign Term, (2) running additional marketing Campaigns or services, or (3) changing or modifying the geographic scope or audience segments of such Campaign.

**E. Tracking Technologies.** Client shall notify TechTarget in writing prior to using any cookies, beacons, pixels, tags or other similar tracking technologies (together "**Tracking Technology**") on any TechTarget website. Client's notification must include, at minimum, detailed information regarding (1) the name and type of Tracking Technology that will be used, (2) the Personal Data that will be collected, if any, (3) the duration Client will retain the information and where it will be stored, (4) the parties with whom the information will be shared, and (5) the website address to Client's privacy policy. TechTarget may require additional information, from time to time, in accordance with its specifications or other requirements set forth herein. Client represents and warrants that its use of any Tracking Technology shall comply with applicable Data Protection Laws and Regulations. The Tracking Technology may be removed if TechTarget, in its sole discretion, reasonably believes it is in violation of this Contract.

## 10. INTELLECTUAL PROPERTY

**A. Intellectual Property.** The Contract shall not grant either Party any ownership interest in, or license or other rights to, any Intellectual Property of the other Party except as otherwise set forth herein.

**B. Client Content.** All Client Content shall be exclusively owned by Client and Client hereby grants to TechTarget a royalty-free, worldwide, non-exclusive license to use the Client Content for the Campaign Term solely to execute the

Campaign. Client represents and warrants that it has the right to disclose and provide Client Content and that TechTarget may use such Content without liability to any third party other than liabilities as to which Client remains solely liable.

**C. TechTarget Content.** All TechTarget Content, including the look and feel of Microsites created by TechTarget for use by multiple Clients, Research Reports, Priority Engine, any Documentation and all derivative works thereof and related materials shall be exclusively owned by TechTarget and TechTarget hereby grants to Client, its Employees, and Authorized Contractors a royalty-free, worldwide, nonexclusive license to use the TechTarget Content strictly for its internal business and marketing purposes.

**D. Licensed Data.** All Lead and Prospect Information are exclusively owned by TechTarget. Subject to the terms and conditions of the Contract, TechTarget hereby grants to Client, its Employees, and Authorized Contractors a royalty-free, worldwide, nonexclusive license to use the Lead and Prospect Information strictly for its internal business purposes and or its business-to-business sales, marketing, or recruiting purposes. Client will acquire no right of ownership or exclusivity to any Lead or Prospect Information or such other information provided by Third Party Providers.

**E. No Implied Licenses.** There are no implied licenses under the Contract. All rights not expressly granted herein to Client are reserved to TechTarget and its Third Party Providers.

## 11. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

**A. WARRANTY.** TechTarget warrants to Client that (1) it has the appropriate title and right to provide Priority Engine and Prospect Information to Client and that (2) Priority Engine will perform in substantial accordance with the Documentation during the Campaign Term (the “**Warranty**”). TechTarget does not, however, warrant that Client’s use of Priority Engine will be error-free or uninterrupted where Client has chosen to integrate Priority Engine into a Database or that Priority Engine will otherwise meet Client’s specific requirements. If Priority Engine does not perform in accordance with this Warranty, then TechTarget shall undertake to correct the deficiency using commercially reasonable efforts. If TechTarget is unable to correct the deficiency, then TechTarget may terminate the Contract with respect to the deficiency and refund the monies paid by Client attributable to such deficiency. The foregoing are Client’s sole and exclusive remedies for breach of warranty. The Warranty is made to and for the benefit of Client and will be enforceable against TechTarget only if Priority Engine has been properly integrated and has been used at all times in accordance with the Documentation and the terms of the Contract. Client agrees to provide all reasonable assistance in identifying, reproducing, researching, and documenting the circumstances of any apparent non-conformance related to the use of Priority Engine.

For the avoidance of doubt, TechTarget will not be liable for any claims arising from Client’s user interface design and implementation, any other aspects of the design and implementation that are not in TechTarget’s control, or any

damages arising from Client’s failure to use the Services at all times in accordance with the Documentation and the terms of the Contract.

**B. DISCLAIMER.** NOTWITHSTANDING THE FOREGOING, ALL LEADS AND RELATED INFORMATION SHARED PURSUANT TO THE CONTRACT AND THE SERVICES ARE PROVIDED “AS IS”, “WITH ALL FAULTS,” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. TECHTARGET DOES NOT GUARANTEE THE INFORMATION THAT MAY BE SHARED PURSUANT TO THE SERVICES IS ACCURATE OR COMPLETE, OR THE RESULTS TO BE ACHIEVED, INCLUDING ANY SPECIFIC CONVERSION RATES. CLIENT UNDERSTANDS AND ACCEPTS THAT THE INFORMATION PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, CONTACT INFORMATION, IS NOT GUARANTEED TO BE ERROR-FREE AND ALL RISKS OF CONDITION, USE, QUALITY, DESIGN, OR FITNESS ARE CLIENT’S.

**C. LIMITATION OF LIABILITY.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW, TECHTARGET WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY CHARACTER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR COMPUTER MALFUNCTION, LOSS OF INFORMATION, LOST PROFITS AND/OR REVENUE, OPERATING COSTS, AND BUSINESS DOWNTIME OR OTHER SIMILAR BUSINESS INTERRUPTION (INCLUDING THE COST TO OBTAIN SUBSTITUTE SERVICES), ARISING OR RESULTING IN ANY WAY OUT OF THE CONTRACT OR THE USE OF (OR INABILITY TO USE) THE SERVICES HOWEVER CAUSED AND WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF TECHTARGET WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TECHTARGET’S TOTAL LIABILITY TO CLIENT EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICES. TECHTARGET SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE SERVICES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FAULT, BREACH OF CONTRACT, TORT (INCLUDING THE CONCURRENT OR SOLE AND EXCLUSIVE NEGLIGENCE), STRICT LIABILITY OR OTHERWISE OF TECHTARGET.

EXCEPT FOR ANY ACTION BY TECHTARGET FOR NON-PAYMENT, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER THE EARLIER OF: (1) TERMINATION OF THE CONTRACT, OR (2) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

## 12. CONFIDENTIALITY

**A.** It may be necessary for a Party to disclose to the other Party certain confidential information (“**Confidential Information**”). Confidential Information includes, but is not limited to, the information (including Personal Data) of registered users of the TechTarget network of websites, Personal Data of Employees and Authorized Contractors, information or materials related to the business affairs and/or procedures of the disclosing Party and/or one or more of its affiliates, and/or all documentation and information supplied by the disclosing Party marked confidential or which by the type of information or manner of disclosure would reasonably indicate the proprietary or confidential nature thereof. Confidential Information shall also include the pricing of the Contract and IO. Confidential Information does not include information which (1) is known to the receiving Party at the time of disclosure by disclosing Party, (2) has become publicly known through no wrongful act of receiving Party, (3) has been rightfully received by receiving Party from a third party who is authorized to make such disclosure, (4) has been independently developed by receiving Party without reliance upon any of disclosing Party’s Confidential Information, or (5) or has been licensed or received by receiving Party for use or aggregation as provided in this Contract.

**B.** The receiving Party agrees to use Confidential Information solely in connection with the Campaign and not to disclose such Confidential Information to any third party, or make commercial use of such Confidential Information, except as permitted hereunder. The receiving Party agrees to take all precautions necessary to safeguard the Confidential Information, which is in receiving Party’s custody or control. The receiving Party shall disclose the disclosing Party’s Confidential Information only to its employees and/or agents that have reason to know such Confidential Information for purposes of the Campaign and who are bound by written obligations of confidentiality no less protective of disclosing Party’s rights than provided under this section. Because each Party will have access to and become acquainted with the Confidential Information of the other Party, each party agrees that its breach of this section will result in irreparable harm to the other Party and that the disclosing Party will have the right to enforce these Terms by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the enforcing Party may have.

**C.** Certain Services may entail TechTarget sharing or providing access to TechTarget Personal Data. TechTarget shall disclose Personal Data to Client in accordance with the provisions of the applicable IO and subject to the requirements of applicable laws. To the extent that TechTarget will store and process certain Client Personal Data, the Parties will enter into separate agreements, where required by applicable Data Protection Laws and Regulations. Notwithstanding the foregoing, the Parties acknowledge and agree that, with regard to Personal Data shared or made accessible by TechTarget by way of the Services, the Parties are deemed independent controllers.

## 13. PAYMENT AND BILLING

**A. General.** Client shall pay TechTarget the fees as set forth in the applicable IO without counterclaim, offset, or deduction. Unless otherwise agreed, all payments must be made in U.S. Dollars. Payments shall be due within thirty (30) days from the date of invoice, unless otherwise provided on the IO.

**B. Fees for Duration Based Services.** Unless otherwise agreed in the IO, for Duration Based Services, Client may choose from one of the following billing methods upon initiating the purchase of the Campaign (1) upfront, at the time that the purchase is initiated (“**Upfront**”) or (2) in even monthly installments throughout the duration of the Campaign.

**C. Fees for Actuals Based Services.** Unless otherwise agreed in the IO, for Actuals Based Services, Client may choose from one of the following billing methods upon initiating the purchase of the Campaign, (1) Upfront, or (2) in monthly installments throughout the duration of the Campaign based on the quantity of items that TechTarget has delivered to Client.

**D. Fees for Subscription Services.** Unless otherwise agreed in the IO, for Subscription Services, Client may choose from one of the following billing methods upon initiating the purchase of the Campaign, (1) Upfront, or (2) in even monthly installments throughout the duration of the Campaign.

**E. Fees for Integrated Sales Campaigns.** Unless otherwise agreed in the IO, for Integrated Sales Campaigns (Campaigns involving the purchase of both Actuals and Duration Based Services, which are not bundled as a Subscription Service), Client may choose from one of the following billing methods upon initiating the purchase of the Campaign (1) Upfront, (2) monthly in even installments y, or (3) mixed wherein Duration Based Services will be billed upfront and Actuals Based Services will be billed upon delivery.

**F. Late Payment.** TechTarget reserves the right to impose interest on all or any portion of amounts due that are not paid when due at the rate equal to the lesser of one and one half percent (1.5%) per month, or the highest rate permitted under applicable law. Further, TechTarget may suspend its performance and will not resume performance until all past due amounts have been paid. If TechTarget initiates legal action to collect any overdue amount, then Client agrees to pay all costs of collection, including all court costs, collection agency fees, and reasonable attorneys’ fees.

**G. Taxes.** All fees and payments stated herein are exclusive of all taxes and similar fees now in force or enacted in the future that may be imposed on the Services. Client will pay any sales, use, VAT or any other tax related to the Parties’ performance of their obligations, including payment of fees, or the exercise of their rights under the Contract, exclusive of taxes based on TechTarget’s net income. Client will make all payments free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments by Client hereunder will be Client’s sole responsibility.



## 14. CANCELLATION

**A. Cancellation Notice.** Unless otherwise set forth in the Contract, Client may cancel Campaigns by providing TechTarget with its written intent to cancel the Services (“**Cancellation Notice**”) pursuant to the timelines outlined in Section 14(B) below. The Cancellation Notice must be transmitted via email to (1) the assigned Client Services representative at the email address indicated on the applicable IO and (2) [CMT@techtarget.com](mailto:CMT@techtarget.com) and [arhelp@techtarget.com](mailto:arhelp@techtarget.com).

**B. Cancellation Fees.** Unless otherwise set forth in the Contract, the following terms shall apply.

1. Cancellation of Duration Based Services Other Than Subscription Services. Client may cancel Duration Based Services with thirty (30) days’ prior written notice to TechTarget, without penalty. In the event that Client cancels Duration Based Services with less than thirty (30) days’ written notice, Client shall be invoiced and required to pay for the value of thirty (30) days based on the pro-rated daily value of the services (the “**Daily Rate**”). If, at the time when Cancellation Notice is received, there are less than thirty (30) days left in Client’s Duration Based Services Campaign, Client shall be invoiced for the lesser of (a) the value of the remainder of the Campaign or (b) the Daily Rate.

2. Cancellation of Actuals Based Services. Client may cancel Actuals Based Services with fourteen (14) days’ prior written notice to TechTarget, without penalty. Client will remain liable to TechTarget for amounts due for any Custom Content provided to Client or completed by TechTarget prior to the effective date of Cancellation Notice. In the event that Client cancels Actuals Based Services with less than fourteen (14) days’ written notice, Client shall be invoiced and required to pay for the value of fourteen (14) days based on the Daily Rate. If, at the time when Cancellation Notice is received, there are less than fourteen (14) days left in Client’s Duration Based Services Campaign, Client shall be invoiced for the value of the remainder of the Campaign.

3. Cancellation of Subscription Services. Unless otherwise specified in the IO, Client may cancel Subscription Services only if TechTarget commits a material breach of these Terms and fails to cure the material breach as provided in accordance with Section 15(B). In the event of cancellation of the Subscription Services, either in whole or in part, by the Client for any other reason, the Client shall pay TechTarget a cancellation fee equal to (a) the remainder of the cost of the Subscription Services as outlined in the IO and (b) any outstanding balance owed as of the date of cancellation. Said payment shall be due and payable on the date of cancellation.

## 15. TERM AND TERMINATION

**A. Term.** The Contract will commence upon the Campaign Start Date and will continue in full force and effect for the Campaign Term unless (1) the duration of the Campaign has been extended as set forth in Section 2(B)(3) or (2) is terminated earlier as provided herein.

**B. Termination for Breach.** Either Party may terminate the Contract and any IOs, effective immediately by delivery of written notice to the other Party specifying the nature of the breach if the other Party breaches any material terms herein; provided, however, that if the breach is curable such notice shall not be effective unless and until such breach remains uncured for a period of fifteen (15) days after delivery of such notice. In addition, TechTarget may immediately terminate the Contract, or at its option, immediately suspend its efforts hereunder, if Client breaches any provision in these Terms which poses a data privacy or security risk to TechTarget, its contacts, and other TechTarget clients.

**C. Effects of Termination.** Upon termination of this Contract for any reason (1) any amounts owed to TechTarget (including any Cancellation Fees) will become immediately due and payable and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction; (2) all Access Licenses granted under this Contract and TechTarget’s obligation to provide the Services will terminate immediately; (3) Client must immediately discontinue all use of the Services and, where applicable, remove the API from its Databases and certify in writing, upon TechTarget’s request, that it has done so; and (4) each Party will return or certify destruction of all Confidential Information of the other Party in its possession or control. The Parties agree not to disparage the Services or business reputation of the other upon any termination or expiration of the Contract.

## 16. INDEMNIFICATION

**A. TechTarget.** TechTarget will defend and indemnify any action against Client brought by a third party to the extent the action is based on a claim that the Services directly infringes such third party’s Intellectual Property rights (a “**Claim**”). TechTarget agrees to pay all damages and costs (including reasonable attorneys’ fees incurred while assisting TechTarget) finally awarded against Client by a court of competent jurisdiction that are specifically attributable to such Claim or those costs and damages agreed to by TechTarget in a monetary settlement of such Claim. If the Services are deemed to actually infringe intellectual property rights and its use by Client is enjoined by a court of competent jurisdiction, or if TechTarget reasonably believes that the Services are or may become the subject of an infringement claim, TechTarget will, at its own expense and at its option, either: (1) procure for Client the right to continue use of the Service; (2) modify the Service so it becomes non-infringing (while retaining substantially equivalent functionality); or, if (1) or (2) are not commercially reasonable, then (3) terminate the Access License and refund the fees paid for the infringing module prorated on a straight-line basis over the Campaign Term. Notwithstanding the foregoing, TechTarget will have no obligation under this Section 16 or otherwise with respect to any infringement claim based upon any use of the Service not in accordance with this Contract or the Documentation.

**B. Client.** Client will defend and indemnify TechTarget against any and all claims, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees, that TechTarget may incur as a result of a claim brought by a third party arising from or related to (1) any violation of the law related to Client or its

Authorized Contractor's unauthorized use or misuse of the Services, TechTarget's Intellectual Property, or Personal Data, (2) a breach of Client's representations regarding its ownership of any Client Content or other intellectual property provided to TechTarget in connection with a Campaign.

**C. Procedure.** A Party seeking indemnification hereunder (an "Indemnified Party") shall give the Party from whom indemnification is sought (the "Indemnifying Party"): (1) reasonably prompt written notice of the relevant claim and (2) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim. The Indemnified Party will have the right to participate in the defense at its expense.

## 17. GENERAL

**A. Assignment/Affiliates.** Client may not assign or transfer, by operation of law (including under any merger or acquisition) or otherwise, any of its rights or delegate any of its duties under this Contract to any third party without TechTarget's prior written consent, which shall not be unreasonably withheld. Client may not add subsidiaries or Affiliates without TechTarget's prior written consent.

**B. Delegation.** TechTarget may delegate the performance of portions of the Services to third parties, provided that TechTarget remains responsible to Client for the provision of Services.

**C. Independent Contractors.** The Parties are independent contractors. No agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Contract. Neither Party has the power or authority to represent, bind, or create or assume any obligation, or make any warranties or representations, on behalf of the other Party.

**D. Notices.** All notices to the Parties shall be sent in writing and mailed to the addresses provided on the IO.

**E. Compliance with Law.** The Parties agree to comply with all applicable laws and regulations in performing their duties and obligations as contemplated herein.

**F. Force Majeure.** Neither Party will be liable for delays or failures of performance, other than the payment of money, caused by occurrences beyond their reasonable control including, but not limited to, acts of God or the public enemy, compliance with any order or request of any government authority, fires, floods, riots, accidents, explosions, embargos, strikes or other concerted acts of labor, material shortages, transportation interruptions, national emergencies, acts of terrorism or war, or Internet or communications failure, or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of TechTarget or Client, respectively.

**G. Entire Agreement.** The Contract constitutes the exclusive and entire agreement and understanding between the Parties with respect to its subject matter and, as of its date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. The Parties understand and acknowledge that the Contract may be amended only by a written document executed by a duly authorized representative of each Party. Further, any purchase order provided by Client is deemed to be accepted by TechTarget solely for billing purposes, and any terms or conditions set forth on any such document shall not apply to the Contract or take precedence over these Terms. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of the Contract or of the same circumstance or event upon any recurrence thereof. The Contract includes any properly executed attachments, including, but not limited to, addenda, schedules, or statement(s) of work now or hereafter attached. Neither Party will be bound or liable to the other Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in the Contract. Section headings are provided for convenience only and are not to be used to construe or interpret the Contract. All IOs shall be deemed accepted only when executed by TechTarget.

**H. Modification and Waiver.** Modifications and waivers to the Contract must be in writing and transmitted via email to (1) the assigned Client Services representative at the email address indicated on the applicable IO and (2) [CMT@techtarget.com](mailto:CMT@techtarget.com).

**I. No Third-Party Beneficiaries.** The Parties intend that the Contract will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

**J. Governing Law and Venue.** The Contract and all disputes arising out of or related to the Contract (whether in contract, tort or otherwise) shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action, suit, or proceeding arising out of any claim under the Contract shall be brought exclusively in the federal or state courts located in the Commonwealth of Massachusetts.

**K. Electronic Signatures.** The Parties agree that the electronic signature of a party to the Contract shall be as valid as an original signature of such party and shall be effective to bind such party to the Contract. The Parties agree that any electronically signed document (including the Contract) shall be deemed (1) to be "written" or "in writing," (2) to have been signed and (3) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.



## Schedule 1 – Definitions

**“Account Profiles”** means information about individuals within TechTarget’s databases, including firmographic information about the individual, and the nature of their activity within the TechTarget network, as further detailed in the applicable Documentation and the IO.

**“Actuals Based Services”** means services contingent upon TechTarget’s delivery of (a) a specific quantity of items, such as branding services, IT Deal Alert™ Qualified Opportunities™, IT Deal Alert™ Deal Data, list rental, and cost per lead services or (b) a specific deliverable, such as custom services.

**“Ad”** means any advertisement provided by Client or Client’s agency on behalf of a Client.

**“Affiliate”** means any entity, which directly or indirectly controls, is controlled by, or is under common control with such person or entity, as applicable. “Control”, for the purposes of this definition, means direct or indirect ownership of control of more than 50% of the voting interests of the subject entity.

**“API”** means the application protocol interface provided which allows Client to utilize Priority Engine, including any codes, tools, protocols, enhancements, or modifications.

**“Authorized Contractor”** means a third-party performing services for, or on behalf of, Client who has: (a) a need to access the Services to perform their duties to Client, (b) been approved by TechTarget, which approval may be denied in TechTarget’s sole discretion, and (c) agreed in writing to abide by non-disclosure and confidentiality obligations consistent with those set forth herein. No event shall any entity identified as a competitor of TechTarget as listed in TechTarget’s most recently filed financial disclosure statement be deemed an Authorized Contractor. For the purposes of these Terms, Authorized Contractors shall include channel partners.

**“Campaign”** a specific set of Services as designated on the applicable Insertion Order.

**“Campaign End Date”** the date upon which Client’s services will end, as indicated in the applicable IO.

**“Campaign Start Date”** the date upon which Client’s services will commence, as indicated in the applicable IO. In the event that the service being provided is a subscription, the Campaign Start Date shall mark the first day of Client’s subscription.

**“Campaign Term”** the timeframe during which TechTarget will provide each online, media, marketing, or data service to the Client, as specified on the applicable IO, marked by the Campaign Start Date and the Campaign End Date. In the event that the service being provided is a subscription, the Campaign Term shall indicate the duration of the Client’s subscription to the service which, unless otherwise set forth in the IO, shall be one (1) year.

**“Click(s)”** means each time an individual clicks on a Client Content asset associated with a Campaign.

**“Client Content”** means all Content developed or created by Client and provided to, or shared with, TechTarget for use in connection with the Campaign.

**“Content”** means all information, text, data, graphics, presentations, scripts, contact data, account data, processes, designs, methods and other assets used by or useful to TechTarget in the Campaign whether such Campaign is comprised of online or email offerings.

**“Custom Content”** means any Content developed or created by TechTarget under the terms of the Contract that expressly provides that such Content is being developed or created exclusively for Client.

**“Daily Rate”** equals the quotient of (a) the total fees due for each Service being cancelled divided by (b) the total number of days in the Campaign, each as set forth in the IO. By way of example, if Client purchases a Campaign with a ninety (90) day duration, the fees for which equal twenty-five thousand dollars (\$25,000), the Daily Rate will equal approximately two hundred seventy-seven dollars and seventy-seven cents (\$277.77 or \$25,000/90).

**“Data Protection Laws and Regulations”** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the access, storage, handling processing or use of Personal Data under the Contract, as the same may be amended or modified from time to time.

**“Data Subject”** means the individual to whom Personal Data relates.

**“Database(s)”** means Client’s marketing and lead nurturing databases including Salesforce.com and Marketo.

**“Designated Users”** means Client’s Employees or Authorized Contractors who (1) have Client’s authority to use Priority Engine and (2) have been assigned a User Profile.

**“Documentation”** means any manuals, help guides, or other materials, access to which is provided to Client by TechTarget, as they may be updated by TechTarget from time to time.

**“Duration Based Services”** means services which are focused on TechTarget’s performance of certain services over the duration of a Campaign, including lead guarantee, and Microsite services.

**“Employee”** means a person under the direct employment of Client.

**“Impressions”** means each time the applicable Client ad that is associated with a Campaign is served on a website.

**“Insertion Order”**, **“IO”** means the document issued or signed by Client and accepted by TechTarget that incorporates these Terms and that identifies the Services ordered by Client. The Parties may execute separate IOs from time to time.

**“Intellectual Property”** means (a) trade secrets, know-how, and confidential information of any nature; (b) copyrights, works of authorship and derivative works; (c) patents, ideas, inventions and improvements, (d) trademarks, trade dress, service marks, and logos; (e) governmental applications or registrations for any of the foregoing items; (f) any other form of rights or property now or hereafter recognized as intellectual property rights or intellectual property under the laws of any governmental jurisdiction; and (g) any tangible instances or copies of any of the foregoing.

**“Lead”** means (a) a person who has completed a registration interaction designed by TechTarget or whose information has otherwise been validly obtained and qualified by TechTarget and (b) meets the criteria set forth on the applicable IO (such criteria may also be referred to as a “filter”); provided, however, if no filters are stipulated in the applicable IO, then for purposes hereof, a registration that includes the person’s name, email address, and additional demographic/contact information will be deemed to be a “Lead.”

**“Page View”** means each request to load a single HTML page that includes Client Content.

**“Performance Commitment(s)”** means specified levels of activity such as Clicks, Impressions, or Leads.

**“Personal Data”** and **“Personal Information”** means, unless otherwise defined under applicable law, any information relating to an identified or identifiable natural person which is processed by either Party in the performance of the Agreement. Personal Data may also include an individual’s internet protocol address, where applicable.

**“Power User”** means Client’s designated contact that, pursuant to Client’s subscription to Priority Engine, has the ability to assign User Profiles to other Users and to export information from the solution, subject to the Terms.

**“Prospect Information”** means the information and data points made available to the Client in Priority Engine.

**“Research Reports”** means reports that TechTarget will deliver to Client in connection with Research Services.

**“Reporting Failure”** means material inconsistencies or errors with the deliverables as set forth in the specifications provided in the IO that are so severe that the Client must reject a portion of the deliverables as incomplete or inaccurate.

**“Services”** means any of the products or services provided by TechTarget in connection with Client’s Campaign(s).

**“Subscription Services”** means services offered by TechTarget to Client on a subscription basis including, but not limited to, Priority Engine and Research Services.

**“TechTarget Content”** means all Content that is provided by TechTarget to Client in connection with the Campaign which was developed or created by or for TechTarget prior to or during the Term of the Contract, expressly including third party content developed for Client at the request of TechTarget.

**“Third Party Ad Server”** means a third party that will serve and/or track Ads.

**“Total Aggregate Clicks”** means the total Clicks delivered over the course of a Campaign.

**“Total Aggregate Impressions”** means the total Impressions delivered over the course of a Campaign.

**“Total Aggregate Page Views”** means the total Page Views delivered over the course of a Campaign.

**“User Profile”** means an account associated with Client’s subscription to Priority Engine whereby individuals are granted certain service level permissions.

**“Verification”** means the process by which it is determined that Impressions exclude fraud, including certain types of bots and non-human traffic, and certain other types of Impressions from a brand safety perspective.

**“Viewable”** or **“Viewability”** means Impressions that meet the following standards: (a) For display ads under 242,500 pixels, at least 50% are in view for a minimum of one second; and (b) for display ads 242,500 pixels or larger, at 30% are in view for at least one second.

## Schedule 2 – Priority Engine Maintenance and Support Policy

Capitalized terms not otherwise defined in this Schedule 2 shall have the meanings attributed to them in Schedule 1.

“**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 to the delivery, maintenance and use of the Service announced to Client with at least forty-eight (48) hours advance notice.

“**Minor Release**” means a Service update in which new functionality and bug-fixes have been included.

“**Response Time**” means the elapsed time between TechTarget’s the receipt of a Support call and the time within which it begins Support as verified by a confirmation to Client.

“**Service,**” as used in this schedule, shall mean Priority Engine.

“**Support Hours**” means TechTarget’s standard business office hours from 9:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, excluding holidays as observed by TechTarget.

“**Support**” means the provision of, during Support Hours, (a) when and if available, of updates, bug fixes and documentation related to the Service and (b) limited assistance with respect to the Service, including clarification of functions and features, Documentation and guidance in the operation of the Service.

“**Uptime**” means the time when the Service is accessible to Client, excluding outages due to SSM.

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

### 1. AVAILABILITY OF THE SERVICE

The Service 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. If a quarterly report, shows that the Uptime Percentage falls below 99% on any given quarterly report during the Campaign Term, Client shall be entitled to a credit equal to 1% of the quarterly subscription fee for each percent that the Service’s availability has fallen below the target. In the event that the Uptime Percentage falls below 85%, Client shall be entitled to a credit equal to fifty percent 50% of the quarterly subscription fee. For so long as the Contract is in force Client will be entitled to Support.

### 2. RESPONSE TIME

**A. Support.** Upon Client’s written request, TechTarget may provide limited integration, set-up, and configuration assistance during Support Hours. TechTarget shall employ due care and attention in the event that it (1) accesses Client’s systems or

servers or (2) performs any services at Client’s facilities. TechTarget may subcontract its obligations hereunder; however, TechTarget shall remain responsible to Client for any such obligations. Client acknowledges that this Standard Maintenance and Support Policy (“**Policy**”) is subject to change at any time without notice.

**B. Causes Not Attributable to TechTarget.** This Policy does not include services requested as a result of, or with respect to causes, which are not attributable to TechTarget, which include, but are not limited to, (1) 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 media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer’s specifications; or causes other than ordinary use; (2) improper installation by Client or use of the Service that deviates from any procedures or established by by TechTarget or the Contract; (3) actual or attempted modification, customization, alteration, or addition of the Service undertaken by any party other than TechTarget; software programs made by Client or other parties; (4) downtime resulting from Client requests or SSM; (5) network errors outside of the control of TechTarget; (6) server errors and limitations set by third-party service providers; (7) outages stemming from the actions, misuse, or abnormal use of the Service by users of Client’s instance of the Service; or (8) other such unavailability caused by circumstances beyond TechTarget’s reasonable control, including force majeure events.

### 3. SUPPORT CONDITIONS

TechTarget’s provision of Support is subject to the following:

**A.** Client shall provide TechTarget with access to Employees during Support Hours.

**B.** Client shall appoint one (1) Employee or Authorized Contractor who is knowledgeable in the operation of the Service to serve as the primary contact between the Parties regarding the provision of Support through which all of Clients’ Support inquiries shall be initialized.

**C.** Client shall take the necessary actions to ensure the proper use of the Services, including, at minimum, (1) the supervision, control and management of the use of the Service, (2) the provision of training regarding the use of the Service, and (3) the implementation of procedures for the protection of the data accessible via the Service.

**D.** Client shall document and promptly report to TechTarget all detected errors or malfunctions of the Service. Client shall take all steps necessary to rectify errors or malfunctions within a reasonable time after such procedures have been received from TechTarget.