



TechTarget Event Sponsorship Terms and Conditions

TechTarget, Inc. ("TechTarget") and the company listed on the applicable Insertion Order(s) as the sponsor of the Event(s) ("Sponsor") each agree that TechTarget will provide to Sponsor the services detailed in the Sponsorship Agreement (as defined below) in connection the purchase of the sponsorship package selected on such Insertion Order(s) ("Sponsorship") at a TechTarget conference, seminar or custom event ("Event") pursuant to the terms of the Sponsorship Agreement. For purposes hereof, "Sponsorship Agreement" shall be defined as (i) the Insertion Order executed and delivered by Sponsor which references these Event Sponsorship Terms and Conditions and (ii) these Terms and Conditions. In the event of a conflict or inconsistency between the Insertion Order and these Terms and Conditions, the latter shall take precedence and govern.

1. Payment Terms. Sponsor shall pay the Sponsorship Fee set forth on the Insertion Order to TechTarget as follows:

- 33.3% of Sponsorship Fee is due upon execution of the Insertion Order.
- 33.3% of Sponsorship Fee is due upon the later of 30 days after execution of the Insertion Order or 120 days prior to the commencement of the Event.
- 33.4% of Sponsorship Fee is due upon the later of execution of the Insertion Order or 60 days prior to the commencement of the Event.

Notwithstanding the foregoing, Emerging Technology Showcase Sponsorships will be billed in full upon execution of the Insertion Order. Payment is due no later than 30 days from the date of invoice. All payments are non-refundable. Sponsor will not be permitted to move into and/or set up its booth at the Event unless the Sponsorship Fee has been paid in full. TechTarget will impose and Sponsor will pay interest on all past due amounts at a rate equal to the lower of 1.5% per month or the highest rate permitted by applicable law. TechTarget reserves the right to hold Sponsor responsible for all monies due and payable under the Sponsorship Agreement, as well as all costs of collection, including reasonable attorneys' fees. In the event that Sponsor fails to meet the payment schedule, TechTarget may terminate the Sponsorship Agreement, in which case Sponsor will forfeiture all payments made without waiving TechTarget's right to be paid the liquidated damages set forth below.

2. Cancellation Clause.

(a) Written notice is required to be received by TechTarget for all cancellations related to Sponsorships. Sponsor agrees that, should it cancel its Sponsorship for any reason, TechTarget will suffer damages and Sponsor will pay the following to TechTarget as liquidated damages and not a penalty.

- Cancellation up to 270 days prior to the Event — 20% of the Sponsorship Fee
- Cancellation 269 - 180 days prior to the Event — 33% of the Sponsorship Fee
- Cancellation 179 - 120 days prior to the Event — 50% of the Sponsorship Fee
- Cancellation 119 - 90 days prior to the Event — 75% of the Sponsorship Fee
- Cancellation less than 90 days prior to the Event — 100% of the Sponsorship Fee

TechTarget's subsequent reassignment of a cancelled Sponsorship does not relieve Sponsor of the obligation to pay the liquidated damages stated above. All liquidated damages are due within 30 days of TechTarget receiving the written cancellation notice. If Sponsor does not notify TechTarget of cancellation and fails to set up its booth by the commencement of the Event, TechTarget will deem that Sponsor has cancelled its

Sponsorship and Sponsor will be responsible for the full Sponsorship Fee. Sponsor acknowledges that liquidated damages may not be applied towards other products and services offered by TechTarget.

(b) If Sponsor received pricing discounts as a result of contracting to sponsor multiple TechTarget Events, Sponsor will be obligated to refund to TechTarget any additional discounts received if Sponsor should cancel or modify any or all of the related events. The refund amount due to TechTarget will be calculated by, and included in any cancellation fees or liquidated damages due to, TechTarget. TechTarget will not consider notice of cancellation valid until payment of the cancellation fees and liquidated damages is received; therefore, delay in receipt of payment may result in additional amounts owed by Sponsor to TechTarget.

(c) If TechTarget changes the Event date or location, or cancels the Event in its entirety, any of which TechTarget may do in its sole discretion, TechTarget's sole responsibility and entire liability to Sponsor shall be to (a) in the case of TechTarget's cancellation of the Event, issue a credit to Sponsor in the amount of the applicable prepaid Sponsorship Fee, which shall be used towards Sponsor's purchase of additional programs, whether such programs may be comprised of online or Event offerings, during the then-current TechTarget fiscal year, or (b) in the case of changes to the Event dates or location, notify the Sponsor of such changes and, in the event that Sponsor cannot attend the rescheduled or relocated event, issue a credit to Sponsor in the amount of the applicable Sponsorship Fee, which may be used towards the purchase of additional TechTarget programs, whether such programs may be comprised of online or Event offerings, during the then-current TechTarget fiscal year.

3. Sponsor Limitations. Sponsor acknowledges and agrees that it is not permitted to attend user sessions and that Sponsor partners or resellers are not permitted to have a branded presence in Sponsor's booth or table-top display. Sponsor expressly agrees not to sponsor, organize or manage any entertainment, meetings, tours, special events, hospitality suite functions, private functions other activity during the Event hours that may be reasonably anticipated to have an adverse effect on attendance at the Event unless previously approved in writing by TechTarget. TechTarget reserves the right to control all suites and meeting rooms in the Event hotel. In the event that Sponsor does not comply with any stated Event rules, TechTarget reserves the right to revoke, cancel or deny Sponsor's right to exhibit at the Event and any future TechTarget events and this Sponsorship Agreement shall be deemed to be canceled by Sponsor.

4. Database Release Clause.

Sponsor acknowledges that:

- (i) TechTarget may provide to Sponsor an electronic database comprised of the demographic information provided by each of the Event delegates' ("Delegate Demographic Database"), which will include the attendee information corresponding to the Sponsor's sponsorship level for the Event.
- (ii) TechTarget has compiled the Delegate Demographic Database based on its internal screening and approval process, however, both parties acknowledge that each delegate provides their own information, as a result of which TechTarget is not responsible for any inaccuracies in the Delegate Demographic Database;
- (iii) in consideration for TechTarget providing the Delegate Demographic Database to Sponsor as part of the Sponsorship Fee, Sponsor accepts the Delegate Demographic Database subject to the following conditions:
 - (a) the content of the Delegate Demographic Database may be used by Sponsor solely for its own internal marketing purposes; and
 - (b) it will not disclose any of the content of the Delegate Demographic Database to any third party including, without limitation, its channel partners, resellers,

distributors, integrators, independent sales representatives or independent software vendors.

- (iv) consistent with industry practices and as a reasonable security measure, TechTarget seeds the Delegate Demographic Database with certain data in order to monitor unauthorized use; and
- (v) in the event that Sponsor breaches the above conditions with respect to the Delegate Demographic Database, Sponsor will be obligated to pay TechTarget, per occurrence, the full retail price of the Delegate Demographic Database as determined by TechTarget in its sole discretion.

5. Confidentiality Clause. Sponsor agrees to keep the pricing, terms, conditions and contents of this Sponsorship Agreement ("Confidential Information") confidential and will not (i) publicize or disclose the Confidential Information to any third party without the prior written consent of TechTarget or (ii) use such Confidential Information other than in connection with its sponsorship of the Event (which permitted activities may include reasonable and industry standard practices associated with the Sponsor's marketing or promotion of the Event). Further, Sponsor agrees that any press releases it may issue or authorize regarding Sponsor's involvement with the Event must receive written approval from TechTarget prior to release.

6. Liability of Sponsor.

(a) Sponsor's Property. Sponsor acknowledges that (i) it is solely responsible for any demonstration materials and products used in connection with the Event and for insuring its property from all loss or damage and (ii) all of its property is deemed to be in its care, custody and control in transit to and from, or within the confines of, the Event site. Sponsor agrees not to make any claims against TechTarget for loss, theft, damage, or destruction of property, or injury, including death, to itself, its employees, agents or representatives, unless caused solely by the gross negligence or willful misconduct of TechTarget.

(b) Property of Others. Sponsor acknowledges that it is solely liable for any damage caused by its employees, agents or equipment to building floors, walls, or columns, or to standard booth equipment, or to other property belonging to the Event site or other Event participants or attendees, including, without limitation any injury or damage resulting from Sponsor's failure to comply with any of the Event Rules and Regulations.

(c) Indemnification. Sponsor agrees to indemnify, defend and hold harmless TechTarget and the Event site, and each of its respective directors, officers, employees and agents, from and against all claims, losses, expenses, liabilities and damages arising out of, or relating to, any breach of this Sponsorship Agreement by Sponsor or the negligence or willful misconduct of Sponsor, its employees, agents or representatives in performing this Sponsorship Agreement or otherwise in connection with the Event, including in connection with Sponsor's installation, removal, maintenance, occupancy or use of the Event site or a part thereof, excluding any liability caused solely by the gross negligence or willful misconduct of TechTarget, the Event Site or their respective employees and agents.

7. Limitation of Liability. TechTarget's entire liability to Sponsor arising out of, or relating to, this Sponsorship Agreement shall be limited to the fees paid hereunder. In no event shall TechTarget be liable to Sponsor for any consequential, incidental, special, reliance or indirect damages arising out of or relating to the Event, its cancellation or any changes thereto in location, date or otherwise, whether such claim is based in contract or tort, and whether or not TechTarget has been advised of the possibility of such damages.

8. Ownership.

(A) For purposes of this Sponsorship Agreement, the following defined terms shall have the following meanings:

- (i) "Content" shall mean all information, text, data, graphics, presentations, scripts, contact data, processes, designs, methods and other assets used or useful by TechTarget in the performance of the services provided in connection with the Event.
- (ii) "Custom Content" shall mean any Content developed or created by TechTarget under the terms of this Sponsorship Agreement that expressly provides that such Content is being developed or created exclusively for Sponsor.
- (iii) "Sponsor Content" shall mean all Content developed or created by Sponsor prior to execution of this Sponsorship Agreement and provided to TechTarget by Sponsor for use in connection with the Event.
- (iv) "Editorial Content" shall mean all Content that is provided by TechTarget in connection with the Event that contains product and offering reviews, and/or views, opinions, research, analysis or evaluations, and is created by or for TechTarget prior to or during the term of, this Sponsorship Agreement.
- (v) "TechTarget Content" shall mean all Content that is provided by TechTarget to Sponsor in connection with the Event and was developed or created by or for TechTarget prior to or during the term of this Sponsorship Agreement, whether in connection with the Campaign or otherwise and shall expressly (i) include Vendor Content and Editorial Content and (ii) exclude Sponsor Content and Custom Content.
- (vi) "Vendor Content" shall mean all Content that TechTarget provides to Sponsor in connection with the Campaign and has been created or developed by third party IT vendors pursuant to agreements between TechTarget and such third parties either prior to, or during, the term of this Sponsorship Agreement.

(B) The parties acknowledge and agree that, as between the parties:

- (i) all Sponsor Content and Custom Content shall be exclusively owned by Sponsor and Sponsor hereby grants to TechTarget a royalty-free, worldwide, nonexclusive license to use such Sponsor Content and Custom Content for the term of this Sponsorship Agreement solely to allow TechTarget to execute the Event; and
- (ii) all TechTarget Content shall be exclusively owned by TechTarget and TechTarget hereby grants to Sponsor a royalty-free, worldwide, nonexclusive license to use such Content for its internal purposes for the term of, and consistent with the provisions of, this Sponsorship Agreement.

(C) With respect to all TechTarget Content that TechTarget delivers, discloses or uses for purposes of the Event under this Sponsorship Agreement, TechTarget warrants that it has the right to make such delivery, disclosure and use of such Content without liability to any third party (other than liabilities as to which TechTarget remains solely liable).

(D) With respect to all Sponsor Content that Sponsor delivers, discloses or provides in order for TechTarget to execute the Event under this Sponsorship Agreement, Sponsor warrants that it has the right to make such disclosure, delivery or provision and that TechTarget can use such Content without liability to any third party (other than liabilities as to which Sponsor remains solely liable).

(E) Sponsor agrees to indemnify and hold TechTarget harmless from, and against, any expense, liability, claim or loss that results from any claims arising out of Sponsor's Sponsorship, including without limitation, a breach of Sponsor's representations regarding its ownership of any Content or other intellectual property provided to TechTarget in connection with the Event.

9. Termination.

(a) Termination for Breach. TechTarget may terminate the Sponsorship Agreement in the event of a material breach of the Sponsorship Agreement by Sponsor, and with respect to breaches that are subject to cure, which is not cured within thirty (30) days from receipt of written notice.

(b) Effect of Termination. Upon termination of this Sponsorship Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination under this Sponsorship Agreement, as applicable, except that any such termination shall not

relieve the other party of its obligations under Sections 4 through 9 or any liability arising from a breach of this Sponsorship Agreement.

10. General Terms.

- (a) All sponsorship and booth selection are on a first-come, first-served basis.

- (b) TechTarget will not be liable for delays in satisfying its obligations under this Sponsorship Agreement, delivery, non-delivery, or other errors as a result of events beyond our control including Acts-of-God, actions by any government entity, fire, flood, riot, explosion, embargo, strikes, labor or material shortage, transportation interruption, national emergency, acts of terrorism or war, or Internet or communications failure.

- (c) TechTarget will determine in TechTarget's sole discretion the manner and means by which the Event is executed, subject to the express condition that TechTarget will comply at all times with applicable law. TechTarget is an independent contractor and neither TechTarget, nor TechTarget's employees nor agents are or shall be deemed hereunder agents or employees of Sponsor.

- (d) The Sponsor represents and warrants to TechTarget that it has the authority to enter into this Sponsorship Agreement and that the person signing the Insertion Order is authorized by the Sponsor to execute this Sponsorship Agreement and bind the Sponsor to the terms set forth herein.

- (e) For purposes of this Sponsorship Agreement, the term "Sponsor" shall be deemed to include all of its agents, contractors and assigns.

- (f) This Sponsorship Agreement constitutes the entire agreement and understanding between the parties concerning Sponsor's purchase of the sponsorship package purchased hereunder and may be amended only by a written document executed by a duly authorized representative of each party.

- (g) The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be. Neither party may assign or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

- (h) If any term or condition in this Sponsorship Agreement conflicts with any term or condition in any purchase order, work order or similar supplementary document submitted by the Sponsor, the term or condition set out in this Sponsorship Agreement shall prevail. No purchase order or similar supplementary document that purports to modify or supplement this Sponsorship Agreement shall add to or vary the terms of this Sponsorship Agreement and all proposed variations or additions submitted by the Sponsor are objected to and deemed material unless otherwise agreed to in a writing signed by both parties

- (i) This Sponsorship Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts (excluding conflict of laws principles) and the parties consent to the jurisdiction of the state and federal courts of Massachusetts.

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