Data Processing Agreement

between

TECHTARGET, INC.
275 Grove Street, Newton, Massachusetts, United States 02466
("Data Controller," "Data Exporter," or "TechTarget")

and

("Data Processor," "Data Importer, "or "Client")

together referred to as the "Parties"

Article 1. Introduction

For the purposes of Article 26(2) of Directive 95/46/EC, customers located in the European Union or the European Economic Area may enter into a Data Processing Agreement in order to ensure adequate safeguards with respect to data processed pursuant to TechTarget's current Terms and Conditions ("Terms") governing the provision of services by Data Controller to Data Processor.

This Data Processing Agreement ("Agreement") provides the general terms and conditions governing the processing of Personal Data under the Terms and the corresponding Insertion Orders ("IO") (together, the "Contract") between TechTarget and Client, acting on its own behalf and as agent for each Client Affiliate. This Agreement is an amendment to the Contract and is effective upon its execution or incorporation into the Contract, which incorporation may be specified in an IO or subsequent amendment to the Contract. Upon its incorporation into the Contract, the Agreement will form a part of the Contract. To the extent there is a conflict between the data privacy and protection language in the Contract and this Agreement, then the terms of this Agreement shall control unless explicitly stated otherwise.

Article 2. Definitions

The terms used in this Agreement shall have the meanings set forth in this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Contract. Except as modified below, the terms of the Contract shall remain in full force and effect.

2.1 **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 51% of the voting interests of the subject entity.

2.2 **"Authorized Affiliate"** means any of Client's Affiliate(s) which (a) are subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states,

Switzerland and/or the United Kingdom, and (b) are permitted to use the Services pursuant to the Contract between Client and TechTarget.

2.3 **"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, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement, including GDPR upon it becoming effective May 25, 2018.

2.4 **"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data which repeals and replaces Directive 95/46/EC.

2.5 **"Instruction"** means the written instruction, issued by Controller to Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available). Instructions may initially be specified in the Contract, IO, or service collateral and may, from time to time thereafter, be amended, amplified or replaced by Controller**.**

2.6 **"Personal Data"** means any information shared with Client by TechTarget relating to (i) an identified or identifiable natural person, and (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

2.6 **"Process"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.7 **"Subprocessor"** means any person (including any third party and any Affiliate of Client, but excluding an employee of Client or any of its sub-contractors) appointed by or on behalf of Client or any Client's Affiliate to Process Personal Data shared with Client by TechTarget.

2.8 The terms **"Commission," "Controller," "Data Subject," "Member State," "Personal Data Breach,"** and **"Supervisory Authority"** shall have the same meaning as in applicable Data Privacy Laws and Regulations.

Article 3. Scope

This Agreement shall apply to any Personal Data processed by the Data Processor in connection with or pursuant to the Contract. The purpose, manner, and term of the processing activities under this Agreement are specified in Exhibit 1.

Article 4. Authority

Client warrants and represents that, before any Client Affiliate Processes any Personal Data shared by or received from TechTarget, Client's entry into this Agreement as agent for and on behalf of that Client Affiliate will have been duly and effectively authorized (or subsequently ratified) by that Client Affiliate.

Article 5. Obligations of the Data Controller

5.1 **Evaluation of Processing; Maintenance of the Rights of Data Subjects.** The Data Controller is responsible for evaluating the permissibility of Processing of Personal Data, its compliance with the applicable Data Protection Laws and Regulations, and for maintaining the rights of affected Data Subjects in accordance with these laws.

5.2 **Employment of Precautions to Ensure the Proper Processing of Personal Data.** The Data Controller shall provide, within the scope of this Agreement and the Contract, documented Instruction regarding the type, scope, and method of the Processing of Personal Data. The Data Controller may also provide oral instructions which should be subsequently confirmed in writing (e.g., by e-mail) by the Data Controller.

5.3 **Errors or Irregularities the Processing of Personal Data.** The Data Controller shall inform the Data Processor in case the Data Controller identifies any error or irregularity in Data Processor's Processing of Personal Data under this Agreement, in the event of a suspicion of a breach of Data Protection Laws and Regulations, or other irregularities in connection with the Processing of Personal Data under this Agreement or the Contract.

5.4 **Transfer of Personal Data.** TechTarget employs the transfer mechanisms identified in this Section 5.5, in the order of precedence as set forth herein, with regard to any transfers of Personal Data under this Agreement or the Contract from the European Union, the European Economic Area, and/or Member States, Switzerland, and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations to the extent such transfers are subject to Data Protection Laws and Regulation:

    A. *Privacy Shield.* Client's valid certification to the EU-U.S. and Swiss-U.S. Privacy Shield Framework shall apply to any transfers covering the Services listed in Exhibit 1 to this Agreement.

    B. *Standard Contractual Clauses.* The Standard Contractual Clauses provided in Appendix 1 shall apply to any transfers covering the Services listed in Exhibit 1 to this Agreement.

Article 6. Obligations of the Data Processor

6.1 **Processing of Personal Data.** Client shall comply with the following: (1) the terms of this Agreement, (2) the Contract, (3) the requirements of Data Protection Laws and Regulations, and (4) TechTarget's Instructions regarding the Processing of the Personal Data. Client represents and warrants that it will Process Personal Data in accordance with Data Protection Laws and Regulations requirements directly applicable to Personal Data shared with Client by TechTarget.

6.2 **Data Protection Officer.** Client, where required by Data Protection Laws and Regulations, has designated a Data Protection Officer. Client's current Data Protection Officer's information is set forth below. Client shall provide TechTarget with timely written notice informing it of any changes to its Data Protection Officer.

Name:
Address:
Email Address:

6.3   **Transfer of Personal Data.** Client shall use legally adequate means of transferring Personal Data, including the EU-U.S. Privacy Shield, the Swiss-U.S. Privacy Shield, Model Corporate Clauses or Binding Corporate Rules. Client agrees to enter into such additional agreements or arrangements as may be necessary to comply with applicable Data Protection Laws and Regulations in the event that Client's existing means of transferring Personal Data is deemed invalid.

6.4   **Confidentiality of Personal Data.** Client shall treat Personal Data as confidential. Personal Data shall only be disclosed to the Data Processor's employees who need to access the Personal Data for purposes of performing the Data Processor's obligations under this Agreement or the Contract.

6.5   **Cooperation with Responsible Data Protection Authorities.** Client is subject to, and shall enable effective data protection supervision by, the competent data protection authority. This includes, without limitation, responding to inquiries by the competent data protection authority in a correct, accurate, and timely manner, participating in investigations, and executing administrative orders issued by the competent data protection authority. Client will notify TechTarget without undue delay if any data protection authority contacts Client with regards to the Personal Data Processed.

Article 7. Security

7.1   **Controls for the Protection of Personal Data.** Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing as well as the the rights and freedoms of natural persons, Client and each Client Affiliate shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk including, as appropriate, the measures referred to in the GDPR.

Client shall maintain appropriate technical and organizational measures for protection of Personal Data (including protection against unauthorized or unlawful Processing, against accidental or unlawful destruction, loss, alteration or damage, and unauthorized disclosure of, or access to, Personal Data). Client represents and warrants that it implements appropriate technical and organizational security measures to protect the Personal Data Processed in accordance with Data Protection Laws and Regulations. Client will not materially decrease its overall security of the Personal Data during the term of this Agreement.

7.2   **Third-Party Certifications and Audits.** Client represents and warrants that it regularly conducts audits of its security, privacy, and system architecture systems and documentation. Upon TechTarget's written request and at reasonable intervals throughout the term of the Contract and subject further to the confidentiality obligations set forth in the Contract or a non-disclosure agreement executed between the parties (if applicable), Client shall make available to TechTarget a copy of Client's then most recent third-party audits or certifications, as applicable. Client agrees that TechTarget may perform annual on-site audits of the Data Processor's data processing tools and systems during usual business hours upon ten (10) days' prior written notice to Client's Data Protection Officer or, if none, to Client's signatory on the Contract.

7.3   **Cooperation with TechTarget and Assurances.** Upon TechTarget's written request, Client shall provide TechTarget with reasonable cooperation and assistance needed to fulfil TechTarget's obligation under applicable Data Protection Laws and Regulations to carry out a data protection impact assessment related to Client's use of the Services. Client shall provide reasonable assistance to TechTarget in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to

Section 6 of this Agreement. Moreover, the Data Processor assists the Data Controller in its performance of the security and risk analysis, as may be appropriate.

Article 8. Subprocessors

8.1 **Use of Subprocessors.** Client may only utilize Subprocessors to process Personal Data (a) upon TechTarget's prior written approval and (b) only if the Subprocessor has entered into a binding Agreement with the Client which contains terms substantially similar to those set forth herein. Subprocessors are only permitted to use the Personal Data only for the Processing purposes outlined in this Agreement.

8.2 **List of Current Subprocessors and Notification of New Subprocessors.** Client shall make available to TechTarget the current list of Subprocessors for the services identified in Exhibit 1. Such entry shall include the identities of those Subprocessors and their country of location. Client shall provide written notice to TechTarget of any new Subprocessor(s) before authorizing them to Process Personal Data in connection with this Agreement.

8.3 **Liability.** Client shall be liable for the acts and omissions of its Subprocessors to the same extent Client would be liable if performing the Services of each Subprocessor directly under the terms of this Agreement.

Article 9. Return and Deletion of Personal Data

9.1 The Data Controller maintains all right, title, and interest to the Personal Data shared with, and Processed by, the Data Processor.

9.2 After completion of the Processing, the Data Processor shall delete the Personal Data without undue delay. The Data Processor further shall return all documents and other media in the Data Processor's possession received from the Data Controller, if any, and shall return all Processing or utilization results that relate to the contractual relationship and which contain any Personal Data, and/or delete them and/or destroy them in compliance with the applicable Data Protection Laws and Regulations. If it is not practical for the Personal Data to be returned without substantial effort, then the deletion or destruction of such data, and confirmatory certification of such deletion or destruction by the Data Processor, shall suffice. The Data Processor may retain copies of Personal Data for its own purposes with the Data Subject's consent, or where such retention is justified by other reasons or lawful grounds in accordance with the applicable Data Protection Laws and Regulations.

Article 10. Data Subjects

Client shall, to the extent legally permitted, promptly notify TechTarget if Client receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure, data portability, objection to the Processing, or its right not to be subject to automated individual decision making (hereinafter, "Data Subject Request"). Client and/or Client's Subprocessor shall not respond to that request except on the documented instructions of TechTarget or as required by applicable Data Protection Laws and Regulations to which the Data Processor is subject, in which case Client shall inform TechTarget of that legal requirement before the Client or Client's Subprocessor responds to the request. Taking into account the nature of the Processing, Client shall assist TechTarget by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of TechTarget's obligation to respond to a Data Subject Request under Data Protection

Laws and Regulations. In addition, to the extent TechTarget does not have the ability to address a Data Subject Request, Client shall upon TechTarget's request provide commercially reasonable efforts to assist TechTarget in responding to such Data Subject Request.

Article 11. Term and Termination

11.1 Term. This Agreement shall run conterminously with the term of the Contract unless otherwise agreed to in writing by the Parties. In case this Agreement is terminated, the conditions of this Agreement shall continue to apply to any Processing of Personal Data which is necessary for the winding-up of this Agreement.

11.2 Termination. Either party may terminate this Agreement for cause. Cause for termination by the Data Controller includes, but is not limited to, the Data Processor not following the Instructions of the Data Controller. Cause for termination by the Data Processor includes, but is not limited to, the Data Controller not responding to a notification by the Data Processor that its Instructions violate applicable Data Protection Laws and Regulations.

Article 12. Miscellaneous

12.1 Amendments and Modifications. Any amendment to this Agreement shall be made in writing.

12.2 Governing Law and Jurisdiction. Without prejudice to Clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses where those terms are relied upon for transfer Personal Data in accordance with Section 5.5 of this Agreement, he Parties hereby submit to the choice of jurisdiction stipulated in the Contract with respect to any disputes or claims howsoever arising under this Agreement, including disputes regarding its existence, validity, or termination.

12.3 Order of Precedence.

A. Nothing in this Agreement reduces Client's or any Client Affiliate's obligations under the Contract in relation to the protection of Personal Data or permits Client or any Client's Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Contract. In the event of any conflict or inconsistency between this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

B. In the event of inconsistencies between the provisions of this Agreement and any other agreement or agreements between the Parties, including the Contract and including (except where explicitly agreed to otherwise in writing) agreements entered into or purported to be entered into after the date of this Agreement, the provisions of this Agreement shall prevail.

12.4 Changes in Data Privacy Laws and Regulations. TechTarget reserves the right to (a) make any modifications or changes to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into as described herein) as they apply to transfers made outside of the country of origin which are required as a result of changes to the Data Privacy Protection Laws and Regulations or which are required as a result of any subsequent guidance, decisions, or orders of a competent data protection authority necessitating such modifications or changes, to facilitate the continued transfer of Personal Data without breach of Data Protection Laws and Regulations, and (b) propose any other modifications or changes to this Agreement which TechTarget reasonably considers to be necessary to address the

requirements of any Data Protection Laws and Regulations. Neither Party shall require the consent or approval of any Affiliate to amend this Agreement.

12.5 Severance. Should any provision of this Agreement be deemed invalid or unenforceable, then the remainder of this Agreement shall remain valid and in full force and effect. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein.

12.6 Throughout this Agreement, as the context may require, (a) the masculine gender includes the feminine and the neuter gender includes the masculine and the feminine; (b) the singular tense and number includes the plural, and the plural tense and number includes the singular; (c) the past tense includes the present, and the present tense includes the past; (d) references to parties, sections, paragraphs and exhibits mean the parties, sections, paragraphs and exhibits of and to this Agreement; and (e) periods of days, weeks or months mean calendar days, weeks, or months.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Contract with effect from the date first set out above.

TECHTARGET, INC.

By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Appendix 1

STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization: TechTarget, Inc.
Address: 275 Grove Street, Newton, Massachusetts, United States 02466
Tel.: (617) 431-9200;
Fax: (617) 431- 9335;
E-mail: privacy@techtarget.com

Other information needed to identify the organization:
TechTarget, Inc.
(the data exporter)

And

Name of the data importing organization:
Address:
Tel.:
Fax:
E-mail:

Other information needed to identify the organization:

(the data importer)

each a "party"; together "the parties,"

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Exhibit 1.

Background

The data exporter has entered into a data processing Agreement ("Agreement") with the data importer. Pursuant to the terms of the Agreement, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1. Definitions

For the purposes of the Clauses:

a. *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; *[If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.*]

b. 'the data exporter' means the controller who transfers the personal data;

c. *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC; [*If these Clauses are not governed by the law of a Member State, the words "and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC" are deleted.*]

d. *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

e. '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

f. *'technical and organizational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2. Details of the Transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Exhibit 1 which forms an integral part of the Clauses.

Clause 3. Third-Party Beneficiary Clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4. Obligations of the Data Exporter

The data exporter agrees and warrants:

a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c. that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Exhibit 2 to this contract;

d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security

appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e. that it will ensure compliance with the security measures;

f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g. to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Exhibit 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i. that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j. that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the Data Importer

The data importer agrees and warrants:

a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

c. that it has implemented the technical and organizational security measures specified in Exhibit 2 before processing the personal data transferred

d. that it will promptly notify the data exporter about:

   i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

ii. any accidental or unauthorized access, and

iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

f. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in Agreement with the supervisory authority;

g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Exhibit 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

h. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

i. that the processing services by the subprocessor will be carried out in accordance with Clause 11;

j. to send promptly a copy of any subprocessor Agreement it concludes under the Clauses to the data exporter.

Clause 6. Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal

obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7. Mediation and Jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   i. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   ii. to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8. Cooperation with Supervisory Authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. *The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).*

Clause 9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10. Variation of the Contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11. Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer

subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written Agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written Agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such Agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing Agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12. Obligation After the Termination of Personal Data Processing Services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature _____

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature _____

Exhibit 1

to the Standard Contractual Clauses

This Exhibit forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Exhibit

Data exporter
The data exporter is: TechTarget, Inc.

Data importer
The data importer is:

Data subjects
The personal data transferred concern the following categories of data subjects: TechTarget's registered users and/or individuals affiliated with its third party licensors.

Categories of data
The personal data transferred concern the following categories of data: individuals' names, employers, and professional contact information.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data: None.

Processing operations
The personal data transferred will be subject to the following basic processing activities: use, processing, and subprocessing (using the following subprocessors) of the Personal Data as part of Client's marketing initiatives, as further outlined below.

DATA EXPORTER

Name:

Authorized Signature:

DATA IMPORTER

Name:

Authorized Signature:

Exhibit 2

to the Standard Contractual Clauses

This Exhibit forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data Processing Agreement