TechTarget 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 ("**TechTarget**"), these Terms and Conditions ("**Terms**") will govern the delivery of the Services (as set forth in 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."

1. Definitions

The capitalized terms set forth herein shall have the meanings set forth in Schedule 1.

2. IT Deal Alert™ Priority Engine™

A. License

I. **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 Employees a non-exclusive, non-transferable, and personal license to Use Priority Engine™ and the Documentation for the duration of the Campaign Term. Access to and the ability to view Prospect Information in Priority Engine™ shall cease upon the termination or expiration of the IO.

II. **Authorized Contractors.** Authorized Contractors may operate Priority Engine™ on the Client's behalf, provided that (a) Client provides TechTarget with prior written notice of Client's desire to have a particular Authorized Contractor Use Priority Engine™ on their behalf, (b) Client is responsible for ensuring that Authorized Contractor complies with these Terms on the same basis as applies to Client, (c) such Use is only for Client's internal business purposes as contemplated in the Contract, and (d) Client shall remain fully liable for any acts or omissions by the Authorized Contractor.

III. **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 with Access Credentials to Priority Engine™ defined as (a) an access license key in the event that Client has chosen to integrate Priority Engine™ with its Databases or (b) credentials enabling Client to log into TechTarget's website designated for the delivery of Priority Engine™ (the "Web Portal"). Priority Engine™ will be deemed accepted upon TechTarget's delivery of the Access Credentials to Client along with applicable Web Portal use requirements, if any.

Client shall be responsible for integrating the API with its Databases as permitted under these Terms; however, TechTarget may provide limited integration services upon written request.

B. License Restrictions:
Client agrees that it will not itself, or through any Subsidiary, Affiliate, agent or other third party: (i) sell, lease, license, sublicense, encumber, or otherwise deal with or transfer to any third party any portion of Priority Engine™ or Documentation; (ii) decompile, disassemble, reverse engineer, or

1

otherwise attempt to derive the source code or API for any portion of Priority Engine™, unless and to the extent required under applicable law; (iii) use any robot, spider, or other automatic software or device, or manual process to monitor or copy any portion of Priority Engine™; (iv) 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; (v) write or develop any derivative software or any other software program based on Priority Engine™ or any Intellectual Property rights of TechTarget; (vi) 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; or (vii) alter or remove, or add any Intellectual Property contained in Priority Engine™, the Prospect Information, or reports or exports of Prospect Information from Priority Engine™.

C. **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, a current version of which appears in Schedule 2. Not withstanding the foregoing, TechTarget reserves the right, in its sole and absolute discretion, to change, modify, add, or remove any third party data, tools, widgets, services, features, add-ons, or plug-ins which are now, or in the future may be, included, integrated, or otherwise provided with the Services. Notwithstanding any such change, modification, addition, or deletion all terms and conditions of the Contract shall remain in full force and effect.

D. **Third Party Integrated Content.** TechTarget has partnered with HG Data and DiscoverOrg **("Third Party Providers")** to deliver certain features, including installed technology information and organizational contact data, respectively, at both the account and contact level within Priority Engine (**"Third Party Services"**). The Third Party Services are 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 by way of partnership agreements between TechTarget and the respective Third Party Providers. TechTarget makes no representations or warranties regarding the accuracy or completeness of the information provided with the Third Party Services. Client agrees that its use of the Third Party Services (i) shall not be used to violate any applicable law, (ii) shall be used solely for Client's internal business purposes (including sales and marketing), (iii) shall not be disclosed by Client to any third party, and (iv) 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 Data complies with any applicable terms of service or other agreements and that it will not alter the export coding or source attribution distinguishing TechTarget Content, including contacts, from Third Party Provider content.

3. 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 3 shall apply. In the event that Client chooses to use Third Party services in connection with reporting, such reporting will be subject to the provisions set forth in Section 4.

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

i. **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's Client Services staff to determine mutually agreeable marketing creative and marketing offers, and to incorporate TechTarget's input into such marketing creative and marketing offers.

ii. **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 as often as weekly, either electronically or in writing, unless otherwise specified on 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 on the IO (e.g., keywords).

iii. **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.

iv. **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.

4. Third Party Services

In the event that Client chooses to use third parties in connection with the Services, the following terms shall apply, as applicable.

    A. **Generally**

        i. Client shall provide the identity of, and contact information for, the third party which shall be included on the IO.

    B. **For Branding Services Only**
    B.

        i. **Ad Serving and Tracking.** Client may use a Third Party Ad Server provided that (a) Client designates the use of and names the Third Party Ad Server on the applicable IO, (b) Client provides TechTarget with a point of contact, including name, title, telephone number, and email address, at the respective Third Party Ad Server, and (c) Client provides TechTarget with either (i) login credentials for the Third Party Ad Server to allow TechTarget to access data or (ii) daily reporting to TechTarget. Client may utilize only 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 organization. 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 (y) any guarantee being null and void or (z) reliance by TechTarget solely on the Controlling Measurement (as hereinafter defined).

        ii. **Controlling Measurement.** If both Parties are tracking delivery, the measurement used for invoicing ("**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/AAAA Guidelines**").

            b. If both ad servers are compliant with the IAB/AAAA 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 4(B)(iii).

            c. If neither Party's ad server is compliant with the IAB/AAAA Guidelines, or the requirements in sub-section (b), above, cannot be met, the Controlling Measurement will be based on TechTarget's ad server.

        iii. **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 Campaign from Campaign Start Date 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.

iv. **Discrepant Measurement.** If the difference between the Controlling Measurement and the other measurement exceeds ten percent (10%) over the invoice period and the Controlling Measurement is lower, the Parties will facilitate a reconciliation effort between TechTarget and 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 (i) consider the discrepancy an under-delivery of the deliverables as described in Section 4(B)(vii), 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 (ii) 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.

v. **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 ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.

vi. **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.

vii. **Makegoods**

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 Failures 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 deliverables fall below guaranteed levels, as set forth on 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 on the IO or at the time of the shortfall.

5. IT Deal Alert™ Services

A. **IT Deal Alert™ Deal Data.** TechTarget shall periodically deliver to Client reports, containing (i) 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 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 or online information, that there is an intention, not a guarantee, to purchase the relevant technology solution within the next twelve (12) months.

C. **IT Deal Alert™ Qualified Sales Appointments.** TechTarget shall deliver Account Profiles of individuals to Client for whom TechTarget has identified purchase intent opportunities and a willingness to meet with vendors in connection with a specific technology project.

D. **Delivery.** The delivery of IT Deal Alert™ Qualified Opportunities and IT Deal Alert™ Qualified Sales Appointments 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 IT Deal Alert™ Qualified Opportunities or IT Deal Alert™ Qualified Sales Appointments by the Campaign End Date, TechTarget retains the right to satisfy any shortfall by continuing to run the Campaign. Client acknowledges and agrees that TechTarget will supply replacement IT Deal Alert™ Qualified Sales Appointments only if notified not more than two (2) business days after the occurrence of an Account Profile contact cancelling or failing to attend a Qualified Sales Appointment for any reason.

6. List Rentals

A. **Email List Rentals**

i. **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 any communication they receive directly in connection with emails sent on behalf of Client.

ii. **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 receiving future offers from Client. This link or e-mail address will be posted in the third-party mailing transmitted to the list on behalf of Client. It is the responsibility of Client to maintain a suppression file of any email recipient who opts-out of receiving future mailings via these methods.

B. **Phone List Rentals**

i. **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.

ii. **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 (i) destroy all physical and electronic versions of the list and (ii) certify to TechTarget in writing that it has completed such destruction.

C. **Postal List Rentals**

i. 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 (e.g., Do-Not-Call Lists) at least one (1) week prior to the start of the Campaign. Client acknowledges and agrees to maintain a separate Suppression List throughout the duration of the Campaign or to update its current Suppression List to reflect any notices that Client receives during the Campaign.

E. **Compliance.** Client acknowledges and agrees that (i) TechTarget may monitor Client's compliance with the terms set forth in this Section 6 through, among other things, computer control, test and control names, and varied addresses, (ii) it may not employ any method to interfere with, detect, alter, or eliminate such compliance controls, and (iii) 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.

7. Microsites

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 16.

B. **Domain Name.** Upon the Parties determining the name of Client's Microsite, TechTarget will purchase and register a domain name ("Domain Name"). The cost of the purchase of the Domain Name will be borne by TechTarget. Client acknowledges and agrees that TechTarget will own the Domain Name and will retain any and all right, title, and interest to the Domain Name and that TechTarget will license the Client a limited right 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, nonexclusive license to use the results of such surveys or polls in an aggregated form and with proper citation for marketing, promotional and other purposes. For the avoidance of doubt, TechTarget shall own the survey and poll templates.

8. Research

A. **Reports**

   i. **Delivery.** TechTarget will deliver to Client non-downloadable Research Reports either bi-annually or quarterly as set forth in the Documentation or the IO.

   ii. **Modification of Reports.** Client shall not, except as expressly permitted in the Contract (i) modify, adapt, alter, translate, or create derivative works from the Research Reports, (ii) allow access to the Research Reports to any third party without TechTarget's express prior written notice, (iii) use the Research Report or information provided therein other than for its own internal business purposes except as expressly provided herein, or (iv) remove, add, or alter any Intellectual Property in or on the Research Reports.

   iii. **Support.** Client will have access to TechTarget's dedicated Research team to assist with the analysis of Research Report data.

B. **License.** Subject to the terms and conditions of the Contract, TechTarget hereby grants Customer a worldwide, non-exclusive, non-sublicenseable, non-transferable license for the Campaign Term, to allow Employees and Authorized Contractors to use the Services, the Research Reports, and data specified on the IO strictly for Client's internal business purposes, in accordance with the Contract.

C. **Access.** For purposes of this Section 8(C), 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 Reports and data.

D. **Restrictions.** TechTarget understands and agrees that Client may use the Services, Data, and Research Reports in connection with making investment decisions, but that Client shall not (a) use Services, Research Reports, or data in connection with providing advice or recommendations to other unaffiliated third parties, (b) publish information from the Services, Research Reports, or data in the media, incorporate, or (c) use information from the Services, Research Reports, or data in any database or marketing list to be provided to an unaffiliated third party.

9. TargetROI™

TargetROI™ is a Subscription Service which includes the Services outlined in Schedule 3, and the applicable terms set forth herein.

10. Campaign Operations

A. **Client Materials.** Client must provide TechTarget with all creative materials no later than the dates specified by TechTarget's client services staff. If Client fails to deliver the applicable creative materials 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 will 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: (i) the type(s) and amount(s) of Services, (ii) the price(s) for such Services, (iii) the maximum amount of money to be spent pursuant to the IO, and (iv) the Campaign Term. Other items may include, but are not necessarily limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.

C. **Availability; Acceptance.** TechTarget will make commercially reasonable efforts to notify Client within two (2) business days of receipt of an IO signed by Client if the specified inventory is not available. Acceptance of the Contract will be deemed the earlier of (i) written approval of the IO by TechTarget and Client, or (ii) the display of the first Ad, lead generation CPA impression or co-registration impression by TechTarget or TechTarget's mailing of the first email Ad, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by TechTarget.

11. 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.

B. **Client Content and Client Data.** All Client Content shall be exclusively owned by Client and Client hereby grants to TechTarget a royalty-free, worldwide, nonexclusive 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. All Client Data shall remain exclusively owned by Client.

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. **Lead and Prospect Information.** All Prospect Information, data associated with Leads, list rentals, IT Deal Alert™ Deal Data, IT Deal Alert™ Qualified Sales Opportunities™, and IT Deal Alert™ Qualified Sales Appointments, shall be exclusively owned by TechTarget and its respective Third Party Providers. 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 TechTarget Content strictly for its internal business and marketing purposes. Client acknowledges that it will acquire no right of ownership or exclusivity to any Lead or Prospect Information or such other information provided by Third Party Licensors.

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 Licensors.

12. Limited Warranty, Disclaimer and Limitation of Liability

A. **LIMITED WARRANTY.** TechTarget warrants to Client that (i) it has the appropriate title and right to provide Priority Engine™ and Prospect Information to Client and that (ii) 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 Priority Engine™ will otherwise meet Client's specific requirements. If Priority Engine™ does not perform in accordance with the limited 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 set forth above 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 the 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 OF WARRANTY.** EXCEPT AS SET FORTH HEREIN, TECHTARGET MAKES NO AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF TECHTARGET HAD BEEN INFORMED OF SUCH PURPOSE), OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

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, NON-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 FIRST TO OCCUR (A) THE TERMINATION OF THE CONTRACT, OR (B) THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION.

13. 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, 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, including without limitation any user data provided by TechTarget. Confidential Information shall also include the pricing of the Contract and IO. Confidential Information does not include information which (i) is known to the receiving Party at the time of disclosure by disclosing Party, (ii) has become publicly known through no wrongful act of receiving Party, (iii) has been rightfully received by receiving Party from a third party who is authorized to make such disclosure, or (iv) has been independently developed by receiving

Party without reliance upon any of disclosing Party's Confidential Information.

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, which in no event shall be less than reasonable care. 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 13(B). 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 13(B) 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.

14. Data Protection

The Services shall be subject to the Data Protection Policy set forth in Schedule 4.

15. Payment and Billing

A. **General.** Client shall pay to TechTarget the fees as set forth in the applicable IO without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction. Unless otherwise agreed, all payments must be made in U.S. Dollars.

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, which shall be identified on the applicable IO, upon initiating the purchase of the Campaign (i) upfront, at the time that the purchase is initiated (**"Upfront"**) or (ii) evenly in monthly installments throughout the duration of the Campaign, (**"Monthly (even installments)"**), respectively. Payment shall be due within thirty (30) days from the date of the invoice.

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, which shall be identified on the applicable IO upon initiating the purchase of the Campaign, (i) upfront, at the time that the purchase is initiated (**"Upfront"**) or (ii) monthly installments throughout the duration of the Campaign based on the quantity of items that TechTarget has delivered to Client (**"Monthly (based on delivery)"**), respectively. Payment shall be due within thirty (30) days from the date of the invoice.

D. **Fees for Integrated Sales Campaigns.** Unless otherwise agreed in the IO, for Integrated Sales Campaigns, Client may choose from one of the following billing methods, which shall be identified on the applicable IO, upon initiating the purchase of the Campaign (i) Upfront, (ii) Monthly (based on delivery) for Actuals Based Services only, or (iii) mixed wherein Duration Based Services will be billed Upfront and Actuals Based Services will be billed upon delivery (**"Mixed"**).

E. **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 per cent (1.5%) per month, or the highest legal rate permitted under applicable law. If amounts due are not paid when due, TechTarget may suspend its performance and will not resume said 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.

F. **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.

16. Cancellation

A. **Cancellation Notice.** Unless otherwise set forth in the Contract, Client may cancel Campaigns by providing TechTarget with its written intent to cancel Services (**"Cancellation Notice"**) pursuant to the timelines outlined in Section 16(B). Cancellation Notice must be transmitted via email to (i) the assigned TechTarget Account Executive and/or Campaign Manager at the email address indicated on the applicable IO, (ii) the Contracts Management Group at CMT@techtarget.com, and (iii) to the Finance Department at arhelp@techtarget.com.

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

   i. **Cancellation of Duration Based 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.

   ii. **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.

   iii. **Cancellation of Integrated Sales Campaigns.** Client may cancel components of Integrated Sales Campaigns pursuant to the applicable terms set forth above in this Section 16(B). Notwithstanding the foregoing, Client may not cancel components of TargetROI™ Campaigns without cancelling the entire TargetROI™ Campaign. Cancellations of TargetROI™ Campaigns are subject to the provisions set forth in Section 16(B)(i) above.

17. Terms 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 (i) the duration of the Campaign has been extended as set forth in Section 3(B)(iii) or (ii) is terminated earlier as provided herein.

B. Termination for Breach. Either Party may terminate the Contract, 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, 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 Sections 2, 4, 10, 11, 13, 14, and 16 of this Contract.

C. Effects of Termination. Upon termination of this Contract for any reason (i) 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; (ii) all Access Licenses granted under this Contract and TechTarget's obligation to provide the Services will terminate immediately; (iii) 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 (iv) each Party will return or certify destruction of all Confidential Information of the other Party in its possession or control. Sections 12 through 16, and any obligation to pay any owed but unpaid amounts, will survive any termination or expiration. The Parties agree not to disparage the Services or business reputation of the other upon any termination or expiration of the Contract.

18. Indemnity

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 U.S. patent or copyright or misappropriates such third party's trade secret (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: (i) procure for Client the right to continue Use of the Service; (ii) modify the Service so it becomes non-infringing (while retaining substantially equivalent functionality); or, if (i) or (ii) are not commercially reasonable, then (iii) 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 18 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 and its Third Party Licensors against any and all claims, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, that TechTarget and its suppliers may incur as a result of a claim brought by a third party arising from or related to (i) Client's or its Authorized Contractors' unauthorized access or misuse of the Services, or resulting from any Client Content, (ii) any violation of the law related to Client or its Authorized Contractor's misuse of the Services,

Prospect Information, or Personal Data, (iii) 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, and/or (iv) the unauthorized use of TechTarget's Intellectual Property.

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

19. 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 may be withheld at its discretion, and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, Client may not add Subsidiaries or Affiliates without TechTarget's prior written consent, which may be withheld in its sole discretion. CLIENT SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY AUTHORIZED SUBSIDIARY, AFFILIATE, OR AUTHORIZED CONTRACTOR TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT.

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.** Unless otherwise set forth herein, all notices to TechTarget shall be sent in writing and mailed to the address provided in the introductory paragraph to these Terms.

E. **Compliance With Law.** The Parties agree to comply with all applicable federal, state, and local 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. Further, the Parties agree that the recitals contained herein are specifically incorporated into these Terms by the reference herein. 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 (i) the assigned TechTarget Account Executive and/or Campaign Manager at the email address indicated on the applicable IO and (ii) the Contracts Management Group at CMT@techtarget.com.

I. **No Third-Party Beneficiaries.** Client and TechTarget 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 shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts (excluding conflict of laws principles) and Client agrees to the non-exclusive jurisdiction of the courts in the Commonwealth of Massachusetts in the event that there is any dispute involving the Contract.

K. **Electronic Signatures.** Each Party hereto agrees that the electronic signatures of the Parties to these Terms or any IO, or any modification thereof, are intended to authenticate this writing and to have the same force and effect as manual signatures. For purposes of this Contract or any IO or any modification thereof, "electronic signature" means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimiles or email electronic signatures.

Schedule 1 – Definitions

The capitalized terms used in these Terms shall have the meanings set forth below.

A. **"Access License(s)"** means the license(s) to IT Deal Alert™ Priority Engine™ ("Priority Engine™") granted by TechTarget to Client.

B. **"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.

C. "**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™ Qualified Sales Appointments and lead guarantee services or (b) a specific deliverable, such as custom services.

D. "**Ad**" means any advertisement provided by Client or Client's agency on behalf of a Client.

E. **"Affiliates"** means any entity controlled by the Client when these Terms become effective, where an entity is deemed to control another if it owns, directly or indirectly, at least fifty-one (51%) of the voting interest of the given entity.

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

G. **"Authorized Contractor"** means a third-party contractor (a) performing services on behalf of Client under a separate agreement between Client and such third party, (b) who has a need to access the Services to perform their duties to Client and (c) who has agreed in writing to abide by non-disclosure and confidentiality obligations consistent with those set forth herein.

H. **"Campaign"** a specific set of Services as designated on the applicable Insertion Order.

I. **"Campaign End Date"** the date upon which Client's services will end, as indicated in the applicable IO. In the event that the service being provided is a subscription, the Campaign End Date shall mark the expiration date of Client's subscription.

J. **"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 End Date shall mark the first day of Client's subscription.

K. **"Campaign Term"** the timeframe during with 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.

L.   **"Click(s)"** shall mean each time a user clicks on a Client Content asset associated with a Campaign.

M.   **"Client Data"** means all data provided by Client to TechTarget in connection with the Services provided pursuant to these Terms or in Client's possession prior to the Campaign Start Date.

N.   "**Content**" shall mean all information, text, data, graphics, presentations, scripts, contact 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.

O.   **"Core Online Services"** means services offered by TechTarget to Client on a fixed price or per unit price basis, including IT Deal Alert™ Deal Data, IT Deal Alert™ Qualified Opportunity™, IT Deal Alert™ Qualified Sales Appointment, Microsite Programs, List Rentals, Branding and Custom Campaigns.

P.   **"CPA"** shall mean deliverables sold on a cost per ad basis.

Q.   **"CPC"** shall mean deliverables sold on a cost per click basis.

R.   **"CPE"** shall mean deliverables sold on a cost per engagement basis.

S.   **"CPL"** shall mean deliverables sold on a cost per lead basis.

T.   **"CPM"** shall mea deliverables sold on a cost per thousand Impressions basis.

U.   **"Custom Content"** shall mean any Content developed or created by TechTarget under the terms of this Contract that expressly provides that such Content is being developed or created exclusively for Client.

V.   "**Client Content**" shall mean all Content developed or created by Company prior to execution of this Contract and provided to TechTarget by Client for use in connection with the Campaign.

W.   **"Daily Rate"** shall equal the quotient of (i) the total fees due for each Service being cancelled divided by (ii) the total number of days in the Campaign, each as set forth in the IO. By way of example, if Client purchases a Campaign of three (3) month duration, the fees for which equal twenty-five thousand dollars ($25,000), the Daily Rate will equal two hundred seventy-seven dollars and seventy-seven cents ($277.77 or $25,000/90).

X.   **"Database(s)"** means Client's marketing and Lead nurturing databases, including but not limited to Salesforce.com and Marketo.

Y.   **"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 Contact, as the same may be amended or modified from time to time.

Z.   **"Data Subject"** means the individual to whom Personal Data relates.

AA.   **"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.

BB.   "**Duration Based Services**" means services which are focused TechTarget's performance of certain services over the duration of a Campaign, including lead generation, Microsite, list and contact rentals, IT Deal Alert™ Deal Data.

CC.   **"Employee"** means an individual under the direct employment of Client.

DD.   **"Impressions"** shall mean each time the applicable Client ad that is associated with a Campaign is served on the site(s) in TechTarget's or other third party websites.

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

FF.   **"Integrated Sales Campaign"** shall mean a Campaign comprised of both Actuals and Duration Based Services.

GG.   **"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; (d) mask works; (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 items.

HH.   **"Intellectual Property Rights"** means all existing and future patents, utility models, mask works, designs, algorithms, and other industrial property rights, copyrights, and moral rights and trade secrets, trademarks, trade names and other proprietary or similar rights, including all applications and registrations with respect thereto.

II.   **"Lead"** shall mean a person who (i) has completed the registration process on a TechTarget-owned, controlled, or affiliated site and (ii) meets the criteria set forth on the applicable IO (such criteria may also be referred to as a "filter"), as a result of which (a) that person's individual information is captured by TechTarget and (b) such person may then access all TechTarget Content; provided, however, if no filters are stipulated in the applicable IO, then for purposes

hereof, a registration that includes the person's name and email address will be deemed to be a "Lead."

JJ. **"Microsite"** means a custom website that TechTarget hosts and makes available duration of the Campaign, commencing on the date on which the Microsite is accessible to the public on the internet (the "**Launch Date**").

KK. "**Page View**" shall mean each request to load a single HTML page that includes Client Content.

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

MM. "**Personal Data**" means any information relating to an identified or identifiable natural person (as defined in Directive 95/46/EC), including but not limited to an individual's name, personal address, personal telephone number, personal e-mail address, date of birth, national insurance number, photograph, marital/dependent status and emergency contact information, professional title and employer.

NN. **"Post Deal Research Study"** means a report containing post-deal data regarding IT purchases, including, among other things, changes and trends with respect to transaction, deal share and displacement indices, vendor ratings and negotiation tactics.

OO. **"Prospect Information"** means the information and data points made available to the Client by way of Priority Engine™.

PP. **"Research Reports"** means reports that TechTarget will deliver to Client in connection with Research Services, including TechTarget Research Market Landscape Studies and Post Deal Research Studies.

QQ. "**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.

RR. **"Services"** shall mean any of the services provided by TechTarget in connection with Client's purchase of TargetROI™, as set forth in Schedule 2.

SS. **"Subscription Services"** means services offered by TechTarget to Client on a Subscription basis, including IT Deal Alert™ Priority Engine™, TargetROI™ and Research.

TT. **"Subscription Term"** means the designated length of time for which the Subscription Services will be made available to the Client as set forth on the applicable IO based on the agreed upon start ("**Campaign Start Date**") and end ("**Campaign End Date**") dates. The Subscription Term being one (1) year in duration unless otherwise set forth in the IO.

UU. **"Subsidiary"** means any entity in which the Client has a full interest.

VV. "**TechTarget Content**" shall mean all Content that is provided by TechTarget to Client in connection with the Campaign and was developed or created by or for TechTarget prior to or during the term of this Contract, whether in connection with the Campaign or otherwise and shall expressly include third party content developed for Client at the request of TechTarget.

WW. **"TechTarget Research Market Landscape Study"** means a report containing post-deal data regarding IT purchases in various IT segments, including, among other things, a technology roadmap data report showing planned and projected spend and implementation with IT vendors, a technology momentum indicator and vendor performance data including spending trends and vulnerability.

XX. **"Third Party Ad Server"** means a Third Party that will serve and/or track Ads.

YY. **"Total Aggregate Clicks"** shall mean the total Clicks delivered over the course of a Campaign.

ZZ. **"Total Aggregate Impressions"** means the total Impressions delivered over the course of a Campaign.

AAA. **"Total Aggregate Page Views"** means the total Page Views delivered over the course of a Campaign.

BBB. **"Use"** means the loading, utilization, storage or display of Priority Engine™ in object code format and specifically covered by Licenses hereunder solely (a) by Employees or Authorized Contractors (b) to serve Client's internal business purposes only and (c) in accordance with the Contract and the Documentation.

CCC. **"User"** means any users that Client authorizes to Use Priority Engine™.

DDD. **"Verification"** shall mean the process by which it is determined that Impressions exclude fraud, including but not limited to certain types of bots and non-human traffic, and certain other types of Impressions from a brand safety perspective including but not limited to adult content and illegal content.

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

Schedule 2 – Standard Maintenance and Support Policy

1. Definitions

The capitalized terms used in these Terms shall have the meanings set forth below.

1. **"Downtime"** means the planned or unplanned inability of most users to access IT Deal Alert™ Priority Engine™ ("Priority Engine™") except for causes which are not attributable to TechTarget as outlined in below.

2. **"Downtime Minutes"** means minutes of Downtime, excluding Scheduled System Maintenance.

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

4. **"Minor Release"** means a set of Priority Engine™ in which new Priority Engine™ functionality and bug-fixes have been included.

5. **"Response Time"** means the elapsed time between the receipt of a Support Call and the target time within which TechTarget begins Support as verified by a confirmation to Client.

6. **"Support Hours"** means TechTarget's usual office hours from 9:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, excluding holidays as observed by TechTarget.

7. **"Support"** means (i) the provision, when and if available, of updates, bug fixes and documentation related to Priority Engine™ and (ii) the provision, during Support Hours, of limited assistance with respect to Priority Engine™, including clarification of functions and features, Documentation and guidance in the operation of Priority Engine™.

8. **"Uptime"** means the time when Priority Engine™ is scheduled to be accessible to Client, excluding outages due to Scheduled System Maintenance.

9. **"Uptime Minutes"** means the minutes that Priority Engine™ is and accessible to Client.
10. **"Uptime Percentage"** means the product of [(Uptime – Downtime Minutes)/Uptime]* 100.

2. Availability

Priority Engine™ will be available to Client for an average Uptime of 99%, twenty-four (24) hours a day, seven (7) days per week, subject to Scheduled System Maintenance.

If a quarterly report, shows that the Uptime Percentage falls below 99% on any given quarterly report during the Subscription Term, Client shall be entitled to a credit equal to 1% of the quarterly subscription fee for each percent

that the Priority Engine'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.

3. Support Services

For so long as the Contract is in force Client will be entitled to Support.

4. Response Time

Support for Priority Engine™ is available during Support Hours.

    A. **Support.** Upon Client's request, TechTarget may provide limited integration, set-up and configuration assistance to Client. TechTarget shall employ due care and attention in the event that it (i) accesses Client's systems or servers or (ii) performs any services at Client's facilities. TechTarget may subcontract its obligations with respect to Support; however, TechTarget shall remain solely responsible to Client for any such obligations.

    B. **Causes Not Attributable to TechTarget.** This Standard Maintenance and Support Policy does not include services requested as a result of, or with respect to causes, which are not attributable to TechTarget. Causes which are not attributable to TechTarget include but are not limited to: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by TechTarget; excessive heating; fire and smoke damage; operation of Priority Engine™ with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use; (ii) improper installation by Client or use of Priority Engine™ that deviates from any operating procedures established by TechTarget or the Contract; (iii) modification, customization, alteration or addition or attempted modification, customization, alteration or addition of Priority Engine™ undertaken by any party other than TechTarget; software programs made by Client or other parties; (iv) downtime resulting from Client requests; (v) network errors outside of the control of TechTarget or agents of TechTarget; (vi) server errors and limitations set by third-party service providers; (vii) Scheduled System Maintenance; (viii) outages stemming from the actions, misuse, or abnormal use of Priority Engine™ of Client, its Employees, or Authorized Contractors; or (ix) failures to detect or other such unavailability of Priority Engine™ caused by circumstances beyond TechTarget's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving TechTarget's employees), internet service provider failures or delays or denial of service attacks.

5. Responsibility of Client

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

    A. Client shall provide TechTarget with necessary access to Client's Employees during Support Hours.

    B. Client shall provide supervision, control and management of the Use of Priority Engine™. In addition, Client shall implement procedures for the protection of information.

C. Client shall document and promptly report all detected errors or malfunctions of Priority Engine™ to TechTarget. Client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from TechTarget.
D. Client shall properly train its personnel in the Use of Priority Engine™; and
E. Client shall obtain access to the internet at its expense

6. Case Registry Contact

Client shall appoint one (1) individual within Client who is knowledgeable in the operation of Priority Engine™ to serve as primary contact between Client and TechTarget regarding Priority Engine™ and the provision of Support. All of Clients' Support inquiries shall be initialized through this contact.

7. Support Policy Changes

This Schedule reflects TechTarget's policy with respect to the provision of Support in force as of the Subscription Start Date. Client acknowledges that this policy is subject to change at any time.

Schedule 3 – TargetROI™ Packages

Client may purchase any of the following TargetROI™ packages.

Package Name	Services Included
TargetROI Intro	• IT Deal Alert™ Priority Engine™ subscription providing access to at least five thousand (5,000) Active Prospects • Up to eight hundred (800) Leads located in North America from companies in with over one hundred (100) employees
TargetROI Standard	• IT Deal Alert™ Priority Engine™ subscription with full segment access • Up to eight hundred (800) Leads guaranteed located in from companies with over one hundred (100) employees
TargetROI Plus	• IT Deal Alert™ Priority Engine™ subscription with full segment access • Up to one thousand five hundred (1,500) Leads located in North America from companies with over one hundred (100) employees • Re-engagement of contacts • Up to one million (1,000,000) Data Driven Banner Impressions
TargetROI Premier	• IT Deal Alert™ Priority Engine™ subscription with full segment access • Up to one thousand five hundred (1,500) Leads located in North America from companies with over one hundred (100) employees • Re-engagement of contacts • Up to one million (1,000,000) Data Driven Banner Impressions • Up to two hundred fifty thousand (250,000) I Keyword Takeover Impressions

- Changes to any of the filters identified in the packages above may result in a lower Lead guarantee.
- Lead guarantees are representative of the number of Leads which will be delivered over the course of the Subscription Term.

Topic Specific Packages

TechTarget may offer topic-specific TargetROI™ packages. The package components and levels of service may vary between topics, based on availability. Notwithstanding the foregoing, the package components and levels of service will be specified on the applicable IO.

Last revised 10/16/17

Schedule 4 – Data Protection Policy

1. In connection with the Services, Client and its Employees and Authorized Contractors may obtain or have access to the Personal Data of Data Subjects who are registered users of TechTarget's network of websites and related content. Client shall, and shall ensure that any Client personnel, collect, access, maintain, use, process or transfer Personal Data, do so in accordance with the requirements set forth in the Contract for the sole purpose of conducting marketing and business activities on behalf of Client, as may be set forth in further detail in the IO.

2. Client shall, and shall ensure that Client's Employees and Authorized Contractors, comply with TechTarget's instructions regarding the use, safeguarding, return, deletion, or uninstallation of Personal Data, as well as all applicable laws, including but not limited to Data Protection Laws and Regulations, and shall refrain from engaging in any behavior which renders or is likely to render TechTarget in breach of same. If Client processes any Personal Data under the Contract, Client is deemed a Personal Data processor of TechTarget's Personal Data. Client agrees to enter into any supplemental agreement with TechTarget as may be reasonably requested by TechTarget from time to time to ensure compliance with current or future Data Protection Laws and Regulations and to be listed on TechTarget's Partners List available on its website.

3. To the extent that Client accesses or receives Personal Data pursuant to the Contract, Client represents and warrants the following:

   A. Client will retain Personal Data for no longer than is necessary to fulfill the purposes for which it was collected or as required by applicable law, including Data Protection Laws and Regulations.

   B. Client shall not disclose the Personal Data to any third parties except (i) Client's Employees or Authorized Contractors to the extent necessary to enable Client to utilize the Personal Data as contemplated herein or (ii) as is required under a court order, in which case Client shall notify TechTarget in writing immediately upon receipt of such a request.

   C. Client shall, immediately upon receipt of same, notify TechTarget in writing of any request, complaint or allegation that Client or TechTarget is not in compliance with Data Protection Laws and Regulations or, if Client becomes aware of any fact or circumstance that would reasonably give rise to an allegation of noncompliance with Data Protection Laws and Regulations on the part of either Client or TechTarget In the event that Client receives such a request from a Data Subject, Client shall (i) fully cooperate with TechTarget to address any such complaint or request, including providing TechTarget with full details of any such request and any Personal Data it holds in relation to a Data Subject in a form specified by TechTarget within ten (10) business days of receipt of such request, (ii) assist TechTarget in taking any action that TechTarget deems necessary or appropriate to deal with the complaint or allegation of noncompliance with Data Protection Laws and Regulations, including, without limitation, immediately providing TechTarget with any Personal Data it holds in relation to the Data Subject, (iii) ensure that any Personal Data is entered into any data management systems in an accurate way and where necessary is kept up to date, or erased or corrected if found to be inaccurate, (iv) immediately provide TechTarget with full details of any systematic issue relating to Client's systems or processes that would mean that Client is unable to comply with Data Protection Laws and Regulations, and (v) notify TechTarget immediately in

writing if it discovers that there has been a breach or attempted breach of its security safeguards or systems, any known or suspected improper use, or misappropriation of, or fraudulent behavior involving Personal Data or if the security of Personal Data has been or may be compromised for any reason. Client will provide TechTarget with any reasonably requested details of any data security breaches of which Client becomes aware related to the Personal Data as well as any reasonable assistance which TechTarget may request, at the sole cost of Client, in providing information sufficient to allow TechTarget to fulfill its legal obligations under Privacy Shield Principles or Data Protection Laws and Regulations.

D. Client shall, at all times maintain appropriate technical and organizational measures which are (i) compliant with Data Protection Laws and Regulations, (ii) sufficient to protect the Personal Data and (iii) at least at secure as the measures which Client uses to protect its own information, which measures shall, among other things, be designed to (x) prevent the unauthorized or unlawful processing of Personal Data, (y) protect Personal Data from accidental loss, destruction or damage, and (z) ensure the reliability of Client personnel having access to Personal Data.

E. TechTarget may, at reasonable intervals, request that Client complete (i) a written security questionnaire or (ii) a written description of the technical and organizational measures employed by Client, in order to comply with the provisions of this Schedule 4. Within twenty (10) business days of Client receiving such a request, Client shall supply TechTarget with written particulars of such measures detailed to a reasonable level such that TechTarget can determine whether or not the Personal Data has been maintained or used in accordance with Data Protection Laws and Regulations.

F. In the event that Client can no longer meet its obligation to provide the same level of protection as is required by Data Protection Laws and Regulations, Client will (i) immediately notify TechTarget in writing and (ii) take reasonable and appropriate steps to remediate any unauthorized use or processing of the Personal Data.

G. Client shall not subcontract with or permit the transmission of Personal Data to any third party unless and until the following criteria has been met: (i) Client has provided TechTarget with such information as TechTarget may reasonably require to ascertain that the proposed third party has the ability to comply with the provisions of this Schedule 4; and (ii) the proposed third party has entered into an agreement with Client which contains substantially the same terms as those contained herein.

4. Client shall indemnify TechTarget for any and all losses, damages, costs and expenses that it may incur as a result of a breach of this Schedule 4 by Client or Client's Authorized Contractors.