



# SERVICE SPECIFIC TERMS AND CONDITIONS

## PRIORITY ENGINE

These Service Specific Terms and Conditions apply only to Client's purchase and use of Priority Engine. Unless expressly stated otherwise, capitalized terms contained in these Service Specific Terms and Conditions shall have the meaning given them in the TechTarget, Inc. General Terms and Conditions.

### 1. Grant of Access

For so long as the Agreement remains in force and effect, TechTarget hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Priority Engine and any Documentation, access to which is provided to you by TechTarget, for the Term identified on the Order Form and solely for your business-to-business ("B2B") marketing, sales, and business purposes. You may export Licensed Data, which may be updated from time to time, from Priority Engine until you reach your maximum export cap as set forth on the Order Form ("Export Cap"). Your use of Third-Party Services (as hereinafter defined) if any, shall not count towards your Export Cap.

### 2. User Profiles

You may designate User Profiles equal in number to the number of seats set forth on the applicable Order Form. Your designated administrator ("Power User") is responsible for the timely addition, removal, and designation of user profiles. If the employment of any of your employees with a User Profile terminates during the Term, such employee's access to Priority Engine shall be revoked by the Power User immediately and without any action by us. In any event, you shall promptly notify us and take all reasonable steps necessary to ensure that such former employee ceases accessing Priority Engine. You may, however, reassign user profiles at any time subject to the number of license seats provided on the Order Form. If you would like to change your Power User, you must inform your TechTarget client service representative at least two (2) business days prior to the date upon which you wish to implement this change.

### 3. Authorized Contractors

Authorized Contractors may operate Priority Engine on your behalf, provided that: (a) you provide TechTarget with your Authorized Contractor's name, affiliation, and relationship, (b) your Authorized Contractor complies with the Agreement on the same basis as applicable to you, (c) the Authorized Contractor is used only for your B2B marketing, sales, and business purposes, (d) you remain fully liable for the acts or omissions of your Authorized Contractors, (e) and the Authorized Contractors returns or certifies the deletion, upon our written request, of any Licensed Data or Third-Party Services upon expiration or termination of the Term.

### 4. Access Restrictions

Except as otherwise expressly permitted herein, you agree that neither you nor any subsidiary, Affiliate, agent, or other party may: (a) rent, sell, lease, distribute, sublicense, transfer, or otherwise provide access to Priority Engine or the Licensed Data; (b) 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 similar activities on TechTarget's systems or servers; (d) reproduce, modify, adapt, or create derivative works of any part of Priority Engine; (e) publicly disseminate information regarding the performance of Priority Engine without TechTarget's prior written notice; (f) interfere with or disrupt the integrity or performance of Priority Engine or the third-party data contained therein; or (g) use Priority Engine for the benefit of any third party or otherwise incorporate Priority Engine into a service or product provided to a third party.

### 5. Changes and Modifications to License

You may change your Export Cap or audience/market segments, as set forth on the Order Form, at any time by submitting a written request to your client services representative. Such changes may be subject to additional Fees and will only be effectuated upon the Parties signing a change order.

### 6. Third-Party Integrated Content and Applications

From time to time, we may provide access to third party products or content within Priority Engine at no additional cost to you ("Third Party Services"). Our relationships with the parties who provide the Third-Party Services are that of independent contractors. We are not liable for, bound by, or responsible for any problems with or claims arising from your use of Third-Party Services or acts of any such third party. Priority Engine may enable you to link to, transmit, or otherwise access third parties' websites, platforms, content, products, data, services, and information. We do not control and are not responsible for such third parties' websites, platforms, content, products, practices, services, and information. We make no representations or warranties regarding the information provided in connection with the Third-Party Services. The Third-Party Services are provided "as-is." Client agrees, with respect to use of the Third-Party Services, that it (a) shall comply with all applicable law in connection with the third party content, (b) shall not transfer, distribute, or sell the third party content to any other unaffiliated third-party, (c) shall use the third party content only for Client's internal business purposes or its B2B sales, marketing, or recruiting purposes as set forth herein, and (d) where applicable, shall at all times properly attribute the source of the information to the respective provider. We reserve the right, in our sole and absolute discretion and without penalty, to modify, add, or remove any Third Party Services, third party tools, widgets, features, add-ons, or plug-ins which are now, or in the future may be, included, integrated, or otherwise provided with Priority Engine provided that the service substantially conforms to the description provided in the Order Form.

### 7. Priority Engine Verified MSP

If you purchase Priority Engine Verified MSP for Marketing or for Marketing and Sales, both Subscription Services products, then we will manage your Priority Engine subscription and securely deliver weekly reports comprised of information made available through Priority Engine, including the Licensed Data, metered over the course of your subscription up to the Export Cap.

### 8. Processing of Client Content

Your use of Priority Engine may involve the processing and display of Client Content or other information either through direct integration with sales or marketing databases or through information provided to us. You grant us a non-exclusive, nontransferable worldwide license to copy, store, record, transmit, display, view, print or otherwise use Client Content solely to the extent necessary to provide you Priority Engine and any additional widgets, features, add-ons, or plug-ins provided therein. Unless otherwise expressly provided herein or on any Order Form, title to and ownership of Client Content will remain your sole property and shall be subject to the confidentiality provisions of the General Terms.



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### 9. Inbound Converter

If you enable the optional Inbound Converter feature in connection with your Priority Engine subscription, then we will work directly with you, or through the services of a third party that you designate, to implement certain tracking technologies on your designated website or websites to evaluate IP traffic and help identify the companies visiting your website(s) and the pages visited by those companies. Your use of the Inbound Converter feature is limited to no more than one hundred thousand (100,000) calls to our API or other tracking technology used by us per day (per moving twenty-four (24) hour look-back period). We will permanently delete all IP addresses received through use of Inbound Converter within thirty (30) days of resolving the IP to a known company. If you enable this feature, you grant us a worldwide, perpetual, irrevocable, fully paid, license to use, display, publish, sell, or license the information obtained through the use of Inbound Converter provided that (a) it is aggregated with data gathered from other TechTarget clients, and (b) it is not used in any way that specifically identifies the companies visiting your website(s).

### 10. Accelerator Packages

If you purchase any additional add-on TechTarget Services with your Priority Engine subscription ("Accelerator Packages"), then the provision of such Services shall be governed by the applicable product or service specific terms and conditions set forth on the Order Form; provided, however, that the Accelerator Packages will be considered part of the Priority Engine subscription and shall be subject to the cancellation provisions applicable to Subscription Services set forth in the General Terms.

### 11. Maintenance and Support

During the Term, you are entitled to receive reasonable maintenance and support in accordance with our then-current Priority Engine Standard Maintenance and Support Policy available at: [www.techtarget.com/terms-and-conditions/](http://www.techtarget.com/terms-and-conditions/).