

TechTarget Event Sponsorship Terms and Conditions

TechTarget, Inc. (“**TechTarget**”) and the company listed on the applicable Insertion Order(s) as the sponsor of the Event(s) (“**Sponsor**”) each agree that TechTarget will provide to Sponsor the services detailed in this Sponsorship Agreement (as defined below, the “**Agreement**”) in connection the purchase of the sponsorship package selected on such Insertion Order(s) (“**Sponsorship**”) at a TechTarget conference, seminar or custom event (“**Event**”) pursuant to the terms of this Agreement.

1. Definitions.

1.1 “**Content**” shall mean all information, text, data, graphics, presentations, scripts, contact data, processes, designs, methods and other assets used or useful by TechTarget in the performance of the services provided in connection with the Event.

1.2 “**Custom Content**” shall mean any Content developed or created by TechTarget under the terms of this Sponsorship Agreement that expressly provides that such Content is being developed or created exclusively for Sponsor.

1.3 “**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, applicable to the access, storage, handling processing or use of Personal Data under the Agreement, as the same may be amended or modified from time to time.

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

1.5 “**Delegate Demographic Database**” means a database of Event attendees that may include Personal Data, that is collected by TechTarget or the Sponsor and provided to Sponsor as may be set forth in more detail in this Agreement or the applicable IO or PO.

1.6 “**Editorial Content**” shall mean all Content that is provided by TechTarget in connection with the Event that contains product and offering reviews, and/or views, opinions, research, analysis or evaluations, and is created by or for TechTarget prior to or during the term of, this Sponsorship Agreement.

1.7 “**Event Site**” means the location where the Event will take place, including, but not limited to the room(s), hall(s), lobb(ies), and areas open to Event attendees and/or Sponsors.

1.8 “**Event Delegate**” means an attendee at an Event.

1.9 “**Insertion Order**”, “**IO**”, “**Purchase Order**” or “**PO**” (all are referred to in this Agreement as the IO) means the document issued or signed by Sponsor, and accepted by TechTarget, that incorporates this Agreement and that specifically designates the Services ordered by Sponsor. The Parties may execute separate IOs from time to time during the term of this Agreement.

1.10 “**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.

1.11 “**Sponsor Content**” shall mean all Content developed or created by Sponsor prior to execution of this Sponsorship Agreement and provided to TechTarget by Sponsor for use in connection with the Event.

1.12 “**Sponsorship Agreement**” means (i) the Insertion Order executed and delivered by Sponsor which references these Event Sponsorship Terms and Conditions and (ii) these Terms and Conditions

1.13 “**Sponsorship Fee**” means the monies paid to TechTarget by Sponsor for sponsorship of the Event.

1.14 “**TechTarget Content**” shall mean all Content that is provided by TechTarget to Sponsor in connection with the Event and was developed or created by or for TechTarget prior to or during the term of this Sponsorship Agreement, whether in connection with the Campaign or otherwise and shall expressly (i) include Vendor Content and Editorial Content and (ii) exclude Sponsor Content and Custom Content.

1.15 “**Vendor Content**” shall mean all Content that TechTarget provides to Sponsor in connection with the Campaign and has been created or developed by third party IT vendors pursuant to agreements between TechTarget and such third parties either prior to, or during, the term of this Sponsorship Agreement.

2. Payment Terms.

Sponsor shall pay the Sponsorship Fee set forth on the Insertion Order to TechTarget sixty (60) days prior to the commencement of the Event. Payment is due no later than thirty (30) days from the date of invoice. All payments are non-refundable. Sponsor will not be permitted to move into and/or set up its booth at the Event unless the Sponsorship Fee has been paid in full. TechTarget will impose and Sponsor will pay interest on all past due amounts at a rate equal to the lower of one and a half percent (1.5%) per month or the highest rate permitted by applicable law. TechTarget reserves the right to hold Sponsor responsible for all monies due and payable under the Agreement, as well as all costs of collection, including reasonable attorneys’ fees. In the event that Sponsor fails to meet the payment schedule, TechTarget may terminate the Agreement, in which case Sponsor will forfeit all payments made without waiving TechTarget’s right to be paid the liquidated damages set forth below.

3. Cancellation Clause.

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

| <u>Cancellation Period</u> | <u>Percentage of Sponsorship Fee Due</u> |
|--|--|
| Up to 270 days prior to the Event | 20% |
| 269–180 days prior to the Event..... | 33% |
| 179–120 days prior to the Event..... | 50% |
| 119–90 days prior to the Event..... | 75% |
| Less than 90 days prior to the Event | 100% |

3.2 TechTarget’s subsequent reassignment of a cancelled Sponsorship does not relieve Sponsor of the obligation to pay the liquidated damages stated above. All liquidated damages are due within thirty (30) days of TechTarget’s receipt of the Cancellation Notice. If Sponsor does not notify TechTarget of cancellation and fails to set up its booth by the commencement of the Event, TechTarget will deem that Sponsor has cancelled its Sponsorship and Sponsor will be responsible for the full Sponsorship Fee. Sponsor acknowledges that liquidated damages may not be applied towards other products and services offered by TechTarget.

3.3 In the event that Sponsor is receiving pricing discounts for the sponsorship of multiple Events, Sponsor will be obligated to refund to TechTarget any additional discounts received if Sponsor should cancel or modify any or all of the related events. The refund amount due to TechTarget will be calculated by, and included in any cancellation fees or liquidated damages due to, TechTarget. TechTarget will not consider the Cancellation Notice valid until payment of the cancellation fees and liquidated damages is received; therefore, delay in receipt of payment may result in additional amounts owed by Sponsor to TechTarget.

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

4. Sponsor Limitations.

Sponsor acknowledges and agrees that it is not permitted to attend user sessions. Sponsor expressly agrees not to sponsor, organize or manage any entertainment, meetings, tours, special events, hospitality suite functions, private functions other activity during the Event hours that may be reasonably anticipated to have an adverse effect on attendance at the Event unless previously approved in writing by TechTarget. Sponsor partners and resellers shall not have a branded presence in Sponsor’s booth or

tabletop display. TechTarget reserves the right to control all suites and meeting rooms in the Event venue.

In addition to the foregoing, TechTarget shall provide Sponsor with detailed rules outlining any additional applicable Event restrictions (“Event Rules”) within a reasonable time prior to the Event date. In the event that Sponsor does not comply with any Event Rules or the terms of this Agreement, TechTarget reserves the right to revoke, cancel or deny Sponsor’s right to exhibit at the Event and any future TechTarget events and this Sponsorship Agreement shall be deemed to be canceled by Sponsor.

5. Database Release Clause.

5.1 TechTarget may provide to Sponsor an electronic Delegate Demographic Database comprised of the demographic information provided by each of the Event Delegates, which will include Event attendee information based on TechTarget’s registration and internal screening and approval processes. The amount of information provided in the Delegate Demographic Database will correspond with Sponsor’s sponsorship level for the Event.

5.2 Sponsor shall only use the content of the Delegate Demographic Database for Sponsor’s internal marketing purposes. As a security feature, TechTarget reserves the right to seed the Delegate Demographic Database with certain data to monitor unauthorized use of the content. Sponsor shall not disclose any of its content to any third party including, including, but not limited to, its channel partners, resellers, distributors, integrators, independent sales representatives or independent software vendors.

5.3 The parties acknowledge that each Delegate provides his or her own information. For this reason, the parties agree that TechTarget is not responsible for any inaccuracies in the Delegate Demographic Database.

5.4 In the event that Sponsor breaches the above conditions with respect to the Delegate Demographic Database, Sponsor will be obligated to pay TechTarget, per occurrence, the full retail price of the Delegate Demographic Database as determined by TechTarget in its sole discretion.

6. Confidentiality.

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, user data, the content of the Delegate Demographic Database, information or materials related to the business affairs and/or procedures of the disclosing party and/or one or more of its affiliates, or and 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, and contents of this Agreement and IO. Confidential Information does not include information which (a) is known to the receiving party at the time of disclosure by disclosing party, (b) has become publicly known through no wrongful act of receiving party, (c) has been rightfully received by receiving party from a third party who is authorized to make such disclosure, or (d) has been independently developed by receiving party without reliance upon any disclosing party Confidential Information.

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 5. 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 5 will result in irreparable harm to the other party and that the disclosing party will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the enforcing party may have.

Sponsor agrees that it shall not authorize or issue any press releases regarding Sponsor's involvement with the Event without TechTarget's prior written approval.

7. Data Protection

7.1 In connection with the services rendered under this Agreement or any related IO or PO, Sponsor and its employees or other authorized users 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 ("Users"). Sponsor shall, and shall ensure that any Sponsor personnel, collect, access, maintain, use, process or transfer Personal Data, do so in accordance with the requirements set forth in this Agreement for the sole purpose of conducting marketing and business activities on behalf of Sponsor, as may be set forth in further detail in a PO, IO and/or SOW.

7.2. Sponsor shall, and shall ensure that Sponsor's employees and other authorized users, 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 Sponsor processes any Personal Data under this Agreement, Sponsor is deemed a Personal Data processor of TechTarget's Personal Data. Sponsor agrees to enter into any supplemental agreement with TechTarget as may be reasonably requested by TechTarget from time to time to ensure compliance with Data Protection Laws and Regulations.

7.3 TechTarget has certified to the EU-US Privacy Shield for the transatlantic transfer of Personal Data from EU member states to the U.S. Notwithstanding the foregoing, to the extent that Sponsor accesses or receives Personal Data pursuant to this Agreement, Sponsor represents and warrants the following:

7.3.1 Sponsor 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.

7.3.2 Sponsor shall not disclose the Personal Information to any third parties except (a) Sponsor's employees or other authorized users to the extent necessary to enable Sponsor to utilize the Personal

Data as contemplated herein or (b) as is required under a court order, in which case Sponsor shall notify TechTarget in writing immediately upon receipt of such a request.

7.3.3 Sponsor shall, immediately upon receipt of same, notify TechTarget in writing of any request, complaint or allegation that Sponsor or TechTarget is not in compliance with Data Protection Laws and Regulations or, if Sponsor 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 Sponsor or TechTarget. In the event that Sponsor receives such a request from a Data Subject, Sponsor shall (a) 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, (b) 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 Information it holds in relation to the Data Subject, (c) 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, (d) immediately provide TechTarget with full details of any systematic issue relating to Sponsor's systems or processes that would mean that Sponsor is unable to comply with the Privacy Shield Principles or Data Protection Laws and Regulations, and (e) 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. Sponsor will provide TechTarget with any reasonably requested details of any data security breaches of which Sponsor becomes aware related to the Personal Data as well as any reasonable assistance which TechTarget may request, at the sole cost of Sponsor, in providing information sufficient to allow TechTarget to fulfill its legal obligations under Privacy Shield Principles or Data Protection Laws and Regulations.

7.3.4 Sponsor 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 as secure as the measures which Sponsor 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 Sponsor personnel having access to Personal Data.

7.3.5 TechTarget may, at reasonable intervals, request that Sponsor complete (i) a written security questionnaire or (ii) a written description of the technical and organizational measures employed by Sponsor, in order to comply with the provisions of this Section 13(c). Within ten (10) business days of Sponsor receiving such a request, Sponsor 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 the Privacy Shield Principles and Data Protection Laws and Regulations.

7.3.6 In the event that Sponsor can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield Principles and Data Protection Laws and Regulations, Sponsor will

(a) immediately notify TechTarget in writing and (b) take reasonable and appropriate steps to remediate any unauthorized use or processing of the Personal Data.

7.3.7 Sponsor shall not subcontract with or permit the transmission of Personal Data to any third party unless and until the following criteria has been met: (a) Sponsor 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 Section 7; and (b) the proposed third party has entered into an agreement with Sponsor which contains substantially the same terms as those contained herein.

7.3.8 Sponsor shall indemnify TechTarget for any and all losses, damages, costs and expenses that it may incur as a result of a breach of this Section 7 by Sponsor or Sponsor's contractors.

8. Liability of Sponsor.

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

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

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

9. Limitation of Liability.

TECHTARGET'S ENTIRE LIABILITY TO SPONSOR ARISING OUT OF, OR RELATING TO, THIS SPONSORSHIP AGREEMENT SHALL BE LIMITED TO THE FEES PAID HEREUNDER. IN NO EVENT SHALL TECHTARGET BE LIABLE TO SPONSOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES THERETO IN LOCATION, DATE OR OTHERWISE,

WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT TECHTARGET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Ownership.

10.1 The parties acknowledge and agree that, as between the parties (1) all Sponsor Content and Custom Content shall be exclusively owned by Sponsor and Sponsor hereby grants to TechTarget a royalty-free, worldwide, nonexclusive license to use such content to promote and execute the Event; and; (ii) all TechTarget Content shall be exclusively owned by TechTarget and TechTarget hereby grants to Sponsor a royalty-free, worldwide, nonexclusive license to use such content to promote and execute the Event, or otherwise for its internal purposes for the term of, and consistent with the provisions of, this Agreement.

10.2 With respect to all TechTarget Content that TechTarget delivers, discloses or uses for purposes of the Event, TechTarget warrants that it has the right to make such delivery, disclosure and use of such Content.

10.3 With respect to all Sponsor Content that Sponsor delivers, discloses or provides in order for TechTarget to execute the Event under this Sponsorship Agreement, Sponsor warrants that it has the right to make such disclosure, delivery or provision and that TechTarget can use such content.

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

11. Termination.

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

11.2 **Effect of Termination.** Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination under this Agreement, as applicable, except that any such termination shall not relieve the other party of its obligations under Sections 4 through 10 or any liability arising from a breach of this Agreement.

12. General Terms.

12.1 **Selection.** Sponsorship and booth selection are on a first-come, first-served basis.

12.2 **Event Execution.** TechTarget will determine in TechTarget's sole discretion the manner and means by which the Event is executed, subject to the express condition that TechTarget will comply at all times with applicable law.

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

12.4 **Independent Contractors.** The Parties hereto are independent contractors. No agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. 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.

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

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

12.7 **Entire Agreement.** This Agreement 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 this Agreement may be amended only by a written document executed by a duly authorized representative of each party. Further, any purchase order provided by Sponsor is deemed to be accepted by TechTarget solely for billing purposes, and any terms or conditions set forth on any such purchase order shall not apply to this Sponsorship Agreement or take precedence over the terms of this Agreement. This Agreement includes any properly executed attachments, including, but not limited to, exhibits, addenda, schedules, or statement(s) of work now or hereafter attached hereto. Further, the Parties agree that the recitals contained herein are specifically incorporated into this Agreement 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 this Agreement. Article and Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement.

12.9 **Validity.** If any term or condition in this Agreement conflicts with any term or condition in any purchase order, work order or similar supplementary document submitted by Sponsor, the term or condition set out in this Agreement shall prevail.

12.11 **Modification and Waiver.** No purchase order or other document that purports to modify or supplement this Agreement shall add to or vary the terms of this Agreement and all proposed variations or additions submitted by Sponsor are objected to and deemed material unless otherwise agreed to in a writing signed by both parties. 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 this

Agreement or of the same circumstance or event upon any recurrence thereof. Any terms contained in an exhibit, attachment, or mutually executed addenda hereto, that may be contrary to, inconsistent with, or in addition to the terms and conditions contained in this Agreement, will be governed, interpreted, and construed by the terms of the applicable exhibit, attachment, or amendment solely with respect to the subject matter of such exhibit, attachment, or amendment. All IOs shall be deemed accepted only when executed by TechTarget.

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

12.13 Electronic Signatures. Each party hereto agrees that the electronic signatures of the parties to this Agreement 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 Agreement 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.

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