

TechTarget Online Campaign Terms and Conditions

In addition to the “Insertion Order” (or “IO”) for online campaigns executed by you (“Company”) and delivered to TechTarget, Inc. (“TechTarget”), these Terms and Conditions will govern the delivery of the advertising services that Company has purchased from TechTarget (each, a “Campaign”). The IO, together with these Terms and Conditions, will be referred to herein as the “Contract”.

1. Defined Terms.

For purposes of this Contract, the following defined terms shall have the following meanings:

- (i) “**Click**” shall mean each time a user clicks on a Company Content asset associated with a Campaign.
- (ii) “**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.
- (iii) “**CPC**” shall mean deliverables sold on a cost per click basis.
- (iv) “**CPE**” shall mean deliverables sold on a cost per engagement basis.
- (v) “**CPL**” shall mean deliverables sold on a cost per lead basis.
- (vi) “**CPM**” shall mean deliverables sold on a cost per thousand Impressions basis.
- (vii) “**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 Company.
- (viii) “**Customer Content**” shall mean all Content developed or created by Company prior to execution of this Contract and provided to TechTarget by Company for use in connection with the Campaign.
- (ix) “**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.
- (x) “**Data Subject**” means the individual to whom Personal Data relates.
- (xi) “**Editorial Content**” shall mean all Content that is provided by TechTarget in connection with the Campaign 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 Contract.
- (xii) “**Impressions**” shall mean each time the applicable Company ad that is associated with a Campaign is served on the site(s) in the TechTarget network of websites or other third party websites.
- (xiii) “**Lead**” shall mean a person who (a) has completed the registration process on a TechTarget-owned site and (b) meets the criteria set forth on the applicable IO (such criteria may also be referred

to as a “filter”), as a result of which (y) that person’s individual information is captured by TechTarget and (z) such person may then access a Campaign; 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”.

(xiv) “**Page View**” shall mean each request to load a single HTML page that includes any Company Content.

(xv) “**Performance Commitment(s)**” shall mean, as applicable to the Campaign, a guaranteed minimum of any or all of the following: Total Aggregate Clicks, Total Aggregate Impressions, Total Aggregate Leads, Total Aggregate Page Views and/or Total Aggregate Viewable Impressions.

(xvi) “**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.

(xvii) “**TechTarget Content**” shall mean all Content that is provided by TechTarget to Company 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 (a) include third party content developed for Company at the request of TechTarget and Editorial Content and (b) exclude Customer Content and Custom Content.

(xviii) “**Total Aggregate Clicks**” shall mean the total number of Clicks delivered over the course of a Campaign.

(xix) “**Total Aggregate Impressions**” shall mean the total number of Impressions delivered over the course of a Campaign.

(xx) “**Total Aggregate Page Views**” shall mean the total number of Page Views delivered over the course of a Campaign.

(xxi) “**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.

(xxii) “**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;
- (b) For display ads 242,500 pixels or larger, at least thirty percent (30%) are in view for at least one second; and
- (c) Viewable Impressions shall include unmeasurable Impressions. For purposes of this Contract, an unmeasurable Impression shall mean an Impression for which Viewability is not ascertainable or measurable pursuant to accepted industry standards.

2. Online Campaign Requirements.

In order to ensure that Company's online Campaign begins on schedule and that TechTarget can fulfill all Campaign obligations, all advertising creative materials to be provided by Company must be received by TechTarget no later than the dates specified by TechTarget's Client Services staff. If Company fails to deliver the applicable creative materials to TechTarget either (a) in accordance with the specifications provided by TechTarget for the applicable Campaign (the "Specifications") and/or (b) prior to the deadlines set forth by TechTarget's Client Services staff, TechTarget (i) will not be held responsible for delivering any specific inventory allocations, performance guarantees, or other commitments of the applicable Campaign and (ii) may elect to reset or maintain the start and/or end dates for the applicable Campaign as it elects in its sole discretion. Use of all creative materials and Content in a Campaign are subject to TechTarget's prior written approval.

All online performance commitments (e.g., Impressions (as defined below)) will be measured by TechTarget's ad servers (the "**Controlling Measurement**") or other applicable third-party measurement service. However, TechTarget acknowledges that many clients require the use of third-party platforms for, among other things, ad serving and ad Verification. If Company wishes to rely on a third-party platform for billing purposes or lead delivery, it must designate the third-party platform on the applicable IO, PO or other contract form. Failure to do so will, in TechTarget's sole discretion, result in (i) any guarantee being null and void or (ii) reliance by TechTarget solely on the Controlling Measurement. For the avoidance of doubt, if Company is using a third party Verification platform together with any other third-party platform, the third-party Verification platform designated by Company hereunder shall be used for Company's billing purposes only. Company must provide to TechTarget a point of contact at any such third-party platform that Company is using and either (i) login credentials for the third party to allow Company to access data or (ii) daily reporting to TechTarget. Company 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.

Should Company specify a third-party lead delivery platform on the IO, PO or other applicable contract form, TechTarget will use reasonable efforts to upload leads to such third-party lead delivery platform; provided, however, that (i) TechTarget's delivery obligations and online performance commitments shall end upon TechTarget's delivery of leads to Company's specified third-party lead delivery platform and (ii) TechTarget's delivery obligations and online performance commitments shall be based solely on the lead filter criteria specified on the applicable IO, PO or other contract form and in no way contingent upon Company's acceptance of the leads delivered. In no event shall TechTarget be responsible to Company for any delay, difficulty, or impact resulting from or in connection with (i) Company's required use of a third-party lead delivery platform, (ii) third-party lead delivery platform's technology, processes and procedures and (iii) technical incompatibilities between TechTarget and a third-party lead delivery platform. Should Company fail to specify a third-party lead delivery platform on the applicable IO, PO or other contract form, TechTarget's obligations under this Contract and any applicable IO, PO or other contract form shall end upon delivery of leads to the Activity Intelligence dashboard.

TechTarget agrees to work in good faith with Company to explain and correct any discrepancy between the Controlling Measurement and the Company's third party platforms, if applicable. If the difference between the Controlling Measurement and Company's third party Verification platform (or, if none, the third-party ad server) exceeds ten percent (10%) over the invoice period and the Controlling Measurement is lower, the parties agree to use good faith efforts to reconcile the two measurements. If the discrepancy cannot be so resolved, Company reserves the right to either (i) consider the discrepancy an under-delivery and the parties will use good faith efforts to agree upon the conditions of a make-good flight, in which case any make-good will be measured by the Company's third-party Verification platform (or, if none, the third-party ad server), or (ii) pay the applicable invoice based on Controlling Measurement-reported data, plus a ten percent (10%) upward adjustment to delivery.

In the event that TechTarget learns that it may not fulfill its Campaign obligations, including by not meeting the applicable Performance Commitment(s) by the expiration of the stated Campaign period, TechTarget retains the right in its sole discretion to satisfy any such Campaign delivery issues by: (i) continuing to run the Campaign, (ii) running additional advertising programs, or (iii) providing IT Deal Alert Deal Data reports containing a specified number of contacts for which TechTarget has tracked activity on its network against content relevant to the agreed upon technology market segment.

3. Lead Guarantee Programs.

Company will not be charged any additional fees if the Performance Commitment(s) referenced in the Contract are exceeded. For Campaigns that include a guarantee of Total Aggregate Leads, including IT Deal Alert Programs, TechTarget will continue to run the specified advertising services through the end of the stated Campaign period even if the Performance Commitment(s) delivered are satisfied prior to the expiration of the stated Campaign period. TechTarget will work closely with Company to develop such programs. Notwithstanding anything contained herein or in the IO to the contrary, for all Campaigns (or applicable portions thereof) that contain a Lead guarantee Performance Commitment, the Company 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. Further, in the event that Company delivers any Company Content to TechTarget within five (5) days of the start date for the Campaign stipulated in the IO, TechTarget reserves the right to deploy, upon such delivery, such Company Content and commence the Campaign, provided that the stipulated end date for the Campaign shall remain unchanged.

Company agrees that the Performance Commitment(s) referenced in the Contract have been determined based upon Company's marketing offers, also referenced in the Contract, and 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 Commitment(s). Before and throughout the duration of the Campaign, Company agrees to work with TechTarget's Client Services staff in determining mutually agreeable marketing creative and marketing offers, and to incorporate TechTarget's input into marketing creative and marketing offers. Company is responsible for providing TechTarget all of the required

customer marketing creative materials on a timely basis during the Campaign period. In the event that Company does not provide TechTarget with all of the required marketing creative by the contracted start dates or does not provide timely written notice of cancellation in accordance with Section 12 below, in addition to any other rights and remedies available to TechTarget, any applicable Performance Commitment(s) become null and void.

4. IT Deal Alert™ Programs.

If a Campaign includes TechTarget providing IT Deal Alert Deal Data, IT Deal Alert Qualified Opportunities and/or IT Deal Alert Qualified Sales Appointments, the following terms shall apply.

(i) “**IT Deal Alert Deal Data**” shall mean a report, delivered periodically on a frequency agreed between TechTarget and Company in the applicable IO or PO, containing a specified number of contacts for which TechTarget has tracked activity on its network against content relevant to the agreed upon technology market segment. Such report shall also include individual profiles of each contact indicating firmographic information about the contact, and the nature of the activity and activity trends for that contact.

(ii) “**IT Deal Alert Qualified Opportunity**” shall mean an account profile of an end-user account, delivered via PDF file emailed to a designated recipient, for which 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. Each profile shall include information describing:

- the organization name, geographic location of the opportunity, and general firmographic data about the organization;
- the type of purchase project;
- the current solution or the scope of the potential purchase;
- selected purchase considerations of the account;
- the organization’s research activity on the TechTarget network of sites;
- the name, title, and branch office phone number for either (a) individuals at the organization that have indicated to TechTarget a willingness to be contacted by relevant vendors; and/or (b) individuals that TechTarget estimates, based upon research through publicly available data sources and based on the individuals’ titles and locations, may be part of the buying team. Not all account profiles may include both types of individuals, but all account profiles will include a minimum of two individuals from both types combined.

(iii) “**IT Deal Alert Qualified Sales Appointment**” or “**Appointment**” shall mean a sales appointment scheduled with a vendor contact, delivered via PDF or Excel emailed to a designated recipient, containing:

- Name
- Title
- Contact information
- Date and time of appointment
- Method of contact with applicable phone number, WebEx, etc.

(iv) The Delivery of IT Deal Alert Qualified Opportunities and IT Deal Alert Qualified Sales Appointments shall occur weekly until the fulfillment of the number agreed upon by the parties. The quantity delivered may vary by week. TechTarget may fulfill the number agreed upon earlier than the estimated contracted end date, in which case the Campaign will end upon delivery of the agreed upon amount. If TechTarget has not met the agreed upon number of IT Deal Alert Qualified Opportunities or IT Deal Alert Qualified Sales Appointments by the estimated contracted end date, TechTarget retains the right to satisfy any shortfall by continuing to run the Campaign. Company and TechTarget agree 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 one of the following events:

- The vendor contact cancels the Appointment for any reason; or
- The vendor contact fails to attend the Appointment for any reason.

(v) Company agrees that IT Deal Alert Deal Data, IT Deal Alert Qualified Opportunities and IT Deal Alert Qualified Sales Appointments are for its own internal use only, and may not be distributed to anyone other than its employees.

5. TechTarget Research.

(i) The following terms shall apply to the TechTarget Research services:

(a) “**TechTarget Research Market Landscape Study**” shall mean a report, delivered via non-downloadable PDF bi-annually, 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.

(b) “**Post Deal Research Study**” shall mean a report, delivered via non-downloadable PDF quarterly, 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.

(ii) The Market Landscape Study and the Post Deal Research Study shall include access to the TechTarget research team for questions and analysis of the data.

(iii) Company agrees that it will be invoiced in full at or prior to commencement of delivery of Study, and will be obligated to pay the invoices within thirty (30) days of invoice date, regardless of the actual timing of when Market Landscape or Post Deal Research Studies are delivered.

(iv) Company agrees that Market Landscape and Post Deal Research Studies are for its own internal use only, and may not be distributed to anyone other than its direct employees.

6. Microsite Programs.

If a Campaign includes TechTarget developing and hosting a Microsite, the following terms shall apply. A “Microsite” is a custom website that TechTarget will host and make available over the Internet for the period of time set forth in the Contract commencing on the date on which the Microsite is accessible to the public over the Internet (the “**Launch Date**”), and which Microsite may contain one or more of the following components:

- Tab format as determined by Company and TechTarget based on the area(s) of focus;
- Embedded video content;
- Topically-aligned independent editorial content;
- Topically-aligned vendor & expert content;
- Podcasts;
- Polls; or
- Banner Ads.

TechTarget and Company agree that the Launch Date for a Microsite will be set forth in the applicable IO, but will be conditioned upon TechTarget’s receipt of all required deliverables conforming to the Specifications from Company thirty (30) days prior to the Launch Date. Company 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 any delays caused by Company. If the Microsite Launch Date is delayed more than sixty (60) days due to any acts or omissions of Company, TechTarget may deem the Campaign to be cancelled by Company and Company will be obligated to pay the Cancellation Fees set forth in Section 12.

In connection with the operation of a Microsite during the term of the Campaign, TechTarget will purchase and register a domain name (“**Domain**”) for the Microsite (the name of which to be agreed to by the parties) and the cost of which will be borne by TechTarget. Company acknowledges that TechTarget will own the Domain and will retain any and all right, title and interest to the Domain other than providing the right of Company to have the use of the Domain for the purpose of the Campaign. In the event that the Domain contains a Company registered trademark, TechTarget agrees that it will not use the Domain for any purpose other than for the purpose of the Campaign. TechTarget will retain all right, title, and interest in and to the look and feel of the Microsite, including the template on which the Microsite was based and created. Company and TechTarget may create surveys or polls for display on the Microsite. Company 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 as well as any lead data associated with the survey or poll responses.

7. TechTarget Email List Rentals Programs.

If a Campaign includes an email list rental, the following terms shall apply.

(i) Company will provide TechTarget with current physical address. The physical address will be included in all messages sent to the List on behalf of Company involving TechTarget. An address including a P.O. Box is not acceptable. Company is solely responsible for handling any communication they receive related to the list rental which is sent to their address. Company is responsible for maintaining an opt-out/suppression file for all email recipients who mail their opt-out request to Company at their location.

(ii) Company will provide TechTarget with an e-mail address to which all opt-out requests will be sent. If Company does not have a dedicated e-mail address for this purpose, Company may provide a link which an email recipient can click on to opt-out of receiving future offers from Company. This link or e-mail address will be posted in the third-party mailing transmitted to the list on behalf of Company. It is the responsibility of Company to maintain a suppression file of any email recipient who opts-out of receiving future mailings via these methods.

(iii) Company acknowledges that there may be names on the TechTarget's third-party file which may be on Company's suppression file. Company is responsible for supplying TechTarget with any relevant suppression files it may possess, prior to the transmission of Company's message. Upon receiving the suppression file(s), TechTarget will remove all applicable email addresses prior to transmission.

(iv) As it relates to list rentals, TechTarget assumes no responsibility for the success or failure of Company's email marketing or Web promotion Campaign, and will provide no refunds for mailings or promotions that do not produce Company's desired results.

8. Phone List Rental Programs.

With respect to phone list rentals, the following terms shall apply:

(i) Company shall use the list(s) and materials supplied to conduct one telemarketing Campaign, based on a script which shall be approved by TechTarget in writing (the "**Script**"). Company shall not materially change the Script without TechTarget's prior written approval.

(ii) TechTarget shall provide Company's third-party telemarketer with the list(s) only after TechTarget has granted its approval of the Script.

(iii) Company must complete all phone calls within forty-five (45) days of receipt of the list from TechTarget, after which the entire file must be destroyed.

(iv) TechTarget is not responsible for the accuracy of the self-reported phone numbers. Company must guarantee payment for names received.

(v) Company recognizes that the list(s) and the associated data, including but not limited to names, addresses and other data contained therein are the sole property of TechTarget and are considered a valuable asset and trade secret of TechTarget to be held in the strictest confidence. Company

acknowledges and agrees that the TechTarget may monitor Company's compliance by a combination of one or more methods of computer control, planted and varied names and addresses. Company may not employ any method to detect, alter, or eliminate those names, addresses or other controls. Company agrees not to resell, disclose, enhance, transfer, duplicate, reproduce, extract, append or retain in any form or manner whatsoever, all or any part of the List, or permit any third-party, agent, employee, or contractor or their respective agents and employees to do so. Additionally, Company agrees not to reveal the contents of the list to any third-party, agent, contractor, consultant or business associate.

(vi) Nothing in this Section shall be construed to limit Company's right to compile and use, or permit an agent or contractor to compile and use, a list of prospects responding favorably to the offer contained in the Script. Company and its agents and contractors may use a match-code on the lists for the purpose of the single Campaign only. Without limiting the foregoing, the list(s) shall not be used in any manner to compile any database. In the event that the match-code is lost, stolen, or misused, Company shall inform TechTarget immediately by registered letter.

(vii) Company hereby agrees to indemnify and hold TechTarget harmless from and against any and all claims, damages, losses or expenses (including attorney's fees) which Company may incur as a result of the use of the List by Company or any of its agents or contractors in violation of this Contract. In the event of a breach, or threatened breach of said provisions, TechTarget shall, in addition to any other remedies, have the right to apply to a court to enjoin Company and/or its agents or contractors from a threatened or actual violation hereof without proof of actual damages.

9. Postal List Rental Programs.

With respect to a postal list rental, the following terms shall apply:

(i) Because the List(s) and any associated data is valuable property and is of highly confidential nature, Company agrees not to disclose, enhance, transfer, duplicate, reproduce, or retain in any form or manner whatsoever all or any portion of the List(s), nor permit any third-party, agent, employee or contractor and their respective agents and employees to do so, be the list(s) output on pressure-sensitive labels, cheshire labels, magnetic tape, disk, cartridge, CD-ROM and/or e-mail. The one-time only use of this List(s) and associated data shall be limited solely and exclusively to the agreed upon offer as described in the sample mailing piece approved by TechTarget. Company in no way acquires ownership or rights to further usage of the names and content on the lists(s).

(ii) If Company uses the list(s) and associated data contrary to the provisions of this Contract, Company shall be held unconditionally responsible and accountable for any and all damages or costs associated with such unauthorized use. Penalties will include the full purchase price of the list(s), which includes the base cost and selection charges based on the total number of names on the original order, plus a flat penalty fee of one thousand dollars (\$1,000.00) per occurrence. The list(s), at TechTarget's sole discretion, will be monitored to prevent improper and unauthorized use of the list(s) by a combination of one or more methods of computer control and/or planted and/or varied names and addresses, or a combination of these methods, to all of which Company consents and agrees. Company agrees that it will not substitute any other mailing piece without first submitting and receiving written approval from

TechTarget. If Company is a publisher, it hereby agrees that it will not mail an issue of its publication to the list(s).

(iii) Company hereby agrees to indemnify and hold TechTarget harmless from and against any and all claims, damages, losses or expenses (including attorneys' fees) which TechTarget may incur as a result of the use of the list by Company or any of its agents or contractors in violation of this Contract. In the event of a breach, or threatened breach of said provisions, TechTarget shall, in addition to any other remedies, have the right to apply to a court to enjoin Company and/or its agents or contractors from a threatened or actual violation hereof without proof of actual damages. Penalties will include the full purchase price of the list(s), which includes the base cost and selection charges based on the total number of names on the original order, plus a flat penalty of one thousand dollars (\$1,000.00) per occurrence.

10. Custom Campaigns.

If a Campaign includes TechTarget developing a component, content asset (including a white paper or IT briefing), or similar deliverable on a custom basis for Company (a "**Custom Campaign**"), in addition to the terms detailed in the applicable Statement of Work ("**SOW**"), if such is entered into by the parties, the following terms shall apply.

(i) Company acknowledges that a Custom Campaign requires collaboration between Company and TechTarget's Client Services staff and that timely responses to requests for input, review, revisions and similar interactions are necessary in order for TechTarget to meet the Specifications. Therefore, before and throughout the duration of the Custom Campaign, Company agrees to work with TechTarget's Client Services staff as necessary in order to execute the Custom Campaign.

(ii) Company is responsible for providing TechTarget all of the required Company marketing creative materials on a timely basis and in accordance with the Specifications or the SOW during the Custom Campaign period. In the event that Company does not provide TechTarget with all of the required marketing creative by the contracted start dates or does not provide written notice of cancellation in accordance with Section 12 below, in addition to any other rights and remedies available to TechTarget, TechTarget may (a) deem the Custom Campaign to be cancelled; or (b) will not be held responsible for delivering any specific inventory allocations, performance guarantees, or other commitments of the applicable Custom Campaign and/or (c) elect to reset or maintain the start and/or end dates for the applicable Custom Campaign as it elects in its sole discretion.

(iii) Company acknowledges that prices and Custom Campaign start/end dates are based upon the Specifications or the SOW and any change (e.g. additional rounds of review and/or revisions requested by Company or material changes to the Custom Campaign initiated by Company) may result in additional costs to Company. Any such additional costs to Company shall be mutually agreed to in writing in the form of a change order initiated by TechTarget upon Company's notice to TechTarget of such changes to the Specifications or the SOW.

(iv) Throughout the duration of the Custom Campaign, deliverables (in the form of drafts or final assets) may be produced for Company's review. These deliverables often form the basis for subsequent activities and TechTarget may require approval from Company prior to proceeding with succeeding activities.

Following notification of the completion of a deliverable, Company will have two (2) business days to review the deliverables. Unless Company notifies TechTarget during this period that a deliverable is non-compliant, the deliverable is deemed completed and the Custom Campaign will proceed. If Company fails to approve the Custom Campaign within such two (2) day period, TechTarget, in its sole discretion, may host the Custom Content in its latest draft form for the entire period of the Campaign. In the event of the foregoing, Company is obligated to pay TechTarget the full price of the Custom Content as stated in the Contract. Once the Custom Content is hosted by TechTarget, no further changes may be made by Company without paying an additional charge associated with the change. To the extent that a Custom Campaign includes a Viewability and/or Verification component, the requirements set forth in Section 2 of this Contract with respect to use of third-party verification platforms shall be applicable.

11. Payment Terms.

Payment is due from Company within thirty (30) days from the date of the invoice. Except for CPC, CPE, CPL, CPM and Custom Campaigns and IT Deal Alert services, Company agrees that it will be invoiced based on the full Campaign deliverable and will be obligated to pay the invoices within thirty (30) days of invoice date, regardless of the actual timing of delivery of Leads or Impressions. For CPC, CPE, CPL, CPM and Custom Campaigns and IT Deal Alert services, Company agrees that it will be invoiced based on the deliverables which have been delivered during the preceding month and will be obligated to pay the invoices within thirty (30) days of the invoice date. TechTarget will impose and Company will pay interest on all past due amounts at a rate equal to the lower of 1.5% per month or the highest rate permitted by applicable law. If Company fails to pay fees invoiced by TechTarget within fifteen (15) days following payment due date, then, in addition to any other rights TechTarget may have, TechTarget shall have the right to suspend delivery of all or a portion of the services, provided that TechTarget has provided prior notice to Company and five (5) business days opportunity to cure. In TechTarget's sole discretion, in the event that Company fails to cure its non-payment, TechTarget may (a) make demand for all remaining payments due under this Contract, and all such payments shall become immediately due and payable, and (b) suspend the provision of all products services until Company pays all such outstanding or overdue amounts. At no time may Company withhold payment of any portion of fees that are not subject to a good faith dispute between the parties. TechTarget reserves the right to hold Company and, to the extent applicable, its advertising agency, jointly and severally liable for all amounts that are due and payable hereunder, including all costs of collection and attorneys' reasonable fees. All payments shall be made without deduction for withholding taxes. Any PO provided by Company is deemed to be accepted by TechTarget solely for billing purposes, and any terms or conditions set forth on any such PO shall not apply to the Campaign or take precedence over the terms of the Contract.

All Contracts are accepted subject to the current TechTarget rate cards at the time the Contract was signed. Rates will be protected for the duration of any signed Contract. Except for the foregoing, TechTarget reserves the right to change rates at any time.

12. Cancellation.

(i) Only written cancellation and/or modification notices must be in writing and transmitted (a) via email to the assigned TechTarget sales operations representative at the email address indicated on the applicable

IO and the Contracts Management Group at CMT@techtargget.com and (b) via hard copy mailed to the following address:

TechTarget, Inc.
275 Grove Street
Newton, MA 02466

Attn: Corporate Controller

(ii) **Cancellation of Online Services.** Unless otherwise set forth on the Contract, Company must provide TechTarget with at least thirty (30) days prior written notice of its intent to cancel all or a portion of the Contract (“Cancellation Notice”). If the Cancellation Notice is received more than 30 days before the start of the Campaign there will be no Cancellation Fee. In the event that such Cancellation Notice is received after the contracted start date of the Campaign, as set forth on the IO, TechTarget will bill Company, and Company agrees to pay any amounts due for services rendered as of the date of TechTarget’s receipt of the Cancellation Notice, plus the product of (a) thirty (30) multiplied by (b) the Daily Rate (as defined below) of the Campaign (the “Cancellation Fee”). In the event that the Cancellation Notice is received during the period commencing on the 30th day prior to the Campaign start date and ending on the Campaign start date, TechTarget will bill Company and Company agrees to pay an amount equal to the product of (y) the Daily Rate multiplied by (z) (thirty (30) minus the number of days between the day the Cancellation Notice is received and the Campaign start date). For clarity and by way of example, in the event that Cancellation Notice is received by TechTarget ten (10) days prior to the Campaign start date, TechTarget will bill Company and Company agrees to pay as a Cancellation Fee an amount equal to the Daily Rate multiplied by twenty (20). Notwithstanding the foregoing, in the event that, at such time as the Cancellation Notice is received, there are less than thirty (30) days remaining in the applicable Campaign for the cancelled product, Company will pay for the full contracted price of said Campaign for such product as set forth on the Contract. Further, in the event that a Contract does not specify the duration for a Campaign, the duration shall be deemed to be thirty (30) days for purposes of this Section 12(A). The “Daily Rate” shall equal the quotient of (1) the total fees due for each advertising product affected by Company’s Cancellation Notice divided by (2) the total number of days in the Campaign, each as set forth in the applicable Contract. By way of example, if Company 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).

(iii) **Cancellation of Custom Content Deliverables.** In the event that TechTarget has completed, and delivered to Company, any Custom Content Deliverable, Company shall, notwithstanding its cancellation of the Campaign with which such Custom Content Deliverable is associated, remain obligated to pay to TechTarget the fee set forth in the applicable Contract for such Custom Content Deliverable.

(iv) **Cancellation of Custom Development Campaigns.** In the event Company elects to cancel either (a) a Campaign that includes components developed for Company by TechTarget and/or a third-party contracted by TechTarget (a “Custom Development Campaign”) or (b) a Custom Content Deliverable that has not (as of the date of receipt of the Cancellation Notice) been completed by TechTarget, in addition to the Cancellation Fee set forth in Section 12(A), Company will be obligated to pay TechTarget, as liquidated damages, an amount equal to (y) the documented out of pocket costs incurred by TechTarget

plus (z) the quantifiable development costs incurred by TechTarget in connection with development of the custom components of the Custom Development Campaign.

(v) **Cancellation of IT Deal Alert Deal Data Services.** Cancellation of the IT Deal Alert Deal Data service requires thirty (30) days prior written notice; fees already paid are non-refundable. Cancellations of contracts with duration of twelve (12) or more months shall be charged a “short-rate” fee of 15% of the amount previously charged through the date of cancellation.

(vi) **Cancellation of IT Deal Alert “Qualified Opportunity” Services.** Cancellation of the Qualified Opportunity Services requires thirty (30) days prior written notice. TechTarget will deliver within the thirty (30) notice period, and Company will be responsible for paying for, the lesser of (a) the number of Qualified Opportunities equivalent to the pro-rata value of the thirty (30) day period as compared to the full Campaign length (e.g., one-third (1/3) of the total value of a ninety (90) day contract); or (b) the remainder of the Campaign.

All payments received by TechTarget will be applied against any short rate fee to determine the final balance due TechTarget. The final balance due is payable within thirty (30) days.

13. Confidentiality and Data Protection.

(i) **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, including Personal Data, information or materials related to the business affairs and/or procedures of the disclosing party and/or one or more of its affiliates, or to the designs, programs, flowcharts, and documentation of the disclosing party’s information technology, whether or not owned by disclosing party, 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 and all information related to the Campaign. Confidential Information shall also include the pricing, terms, conditions and contents of the Contract. 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 13. Because Company will have access to and become acquainted with the Confidential Information of TechTarget, Company agrees that its breach of this Section 13 will result in irreparable harm to TechTarget and that

TechTarget will have the right to enforce this Contract and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that the other party may have.

(ii) **Data Protection.**

(a) In connection with the services rendered under any Contract, Company and its personnel and 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 ("**Users**"). Company shall, and shall ensure that any Company personnel and contractors who collect, access, maintain, use, process or transfer Personal Data, do so in accordance with the requirements set forth in this Contract and applicable law for the sole purpose of conducting marketing and business activities on behalf of Company as may be set forth in further detail in a PO, IO and/or SOW.

(b) Company shall, and shall ensure that Company personnel and contractors, comply with TechTarget's instructions regarding the use, safeguarding, return, or deletion of Personal Data, as well as all applicable laws, regulations and international accords, treaties, or accords, 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 Company processes any Personal Data under this Agreement, Company is and shall act as a Personal Data processor of TechTarget which remains the Personal Data owner and controller. Company agrees to enter into any supplementary agreement with TechTarget as may be requested by TechTarget from time to time to ensure compliance with Data Protection Laws and Regulations in this respect.

(c) 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 Company accesses or receives Personal Data pursuant to this Contract, Company represents and warrants the following:

1. Company will retain Personal Data for no longer than is necessary to fulfill the purposes for which it was collected or as required by applicable laws or regulations, including Data Protection Laws and Regulations.
2. Company shall not disclose the Personal Information to any third parties except (a) Company's personnel or contractors to the extent necessary to enable Company to utilize the Personal Data as contemplated herein or (b) as is required under a court order in which case Company shall notify TechTarget in writing immediately upon receipt of such a request.
3. Company shall, immediately upon receipt of same, notify TechTarget in writing of any request, complaint or allegation that Company or TechTarget is not complying with Data Protection Laws and Regulations or, if Company 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 Company or TechTarget. In the event that Company receives such a request from a Data Subject, Company shall (a) fully cooperate and assist 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 non-compliance 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 Company's systems or processes that would mean that Company 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. Company will provide TechTarget with any reasonable details of any data security breaches of which Company becomes aware related to the Personal Data as well as any reasonable assistance which TechTarget may require, at the sole cost of Company, in providing information sufficient to allow TechTarget to fulfill its legal obligation to disclose any such breaches to regulatory authorities and/or the Data Subjects.

4. Company 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 Company 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 Company personnel having access to Personal Data.

5. TechTarget may, at reasonable intervals, request (i) Company to complete a written security questionnaire or (ii) a written description of the technical and organizational measures employed by Company to comply with the provisions of this Section 13(c). Within twenty (20) business days of Company receiving such a request, Company 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.

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

7. Company 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) Company 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 13; and (b) the proposed third party has entered into an agreement with Company which contains substantially the same terms as contained herein.

8. Company 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 13 by Company or Company's contractor.

14. Ownership.

The parties hereto acknowledge and agree that:

(i) All Customer Content and Custom Content shall be exclusively owned by Company and Company hereby grants to TechTarget a royalty-free, worldwide, nonexclusive license to use such Customer Content and Custom Content for the term of this Contract solely to allow TechTarget to execute the Campaign;

(ii) All TechTarget Content shall be exclusively owned by TechTarget and TechTarget hereby grants to Company a royalty-free, worldwide, nonexclusive license to use such Content for its internal purposes for the term of, and consistent with the provisions of, this Contract; and

(iii) All data associated with the Leads shall be exclusively owned by TechTarget and TechTarget hereby grants to Company a royalty-free, worldwide, nonexclusive license to use the Lead data solely for its internal purposes.

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

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

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

15. Relationship of the Parties.

TechTarget will execute the Campaign under the general direction of Company, provided, however, that TechTarget will determine in its sole discretion the manner and means by which the Campaign is executed, subject to the express condition that TechTarget will comply at all times with applicable law including all Anti-Spam laws. TechTarget is an independent contractor and neither TechTarget, nor TechTarget's employees nor agents are or shall be deemed hereunder agents or employees of Company.

16. Termination

(i) **Termination for Breach.** Either party may terminate the Contract in the event of a material breach of the Contract by the other party which is not cured within thirty (30) days from receipt of written notice.

(ii) **Effect of Termination.** Upon termination of this Contract 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 Contract, as applicable, except that any such termination shall not relieve the other party of its obligations under Sections 11 through 16 or any liability arising from a breach of this Contract.

17. General Terms

(i) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE UNDER OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS CONTRACT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. UNDER NO CIRCUMSTANCES WILL TECHTARGET BE LIABLE TO COMPANY FOR DAMAGES IN EXCESS OF AMOUNTS DULY INVOICED, PAYABLE AND OUTSTANDING UNDER THE CONTRACT WITHIN ANY TWELVE MONTH PERIOD. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY IN THE CASE OF (A) EITHER PARTY'S BREACHES OF SECTION 13 ("CONFIDENTIALITY AND DATA PROTECTION"), OR (B) AMOUNTS PAYABLE PURSUANT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR (C) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY.

(ii) EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CAMPAIGN IS PROVIDED "AS IS" AND TECHTARGET DISCLAIMS ALL WARRANTIES AND CONDITIONS WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY ARISING FROM A COURSE OF DEALINGS BETWEEN THE PARTIES, OR BY ANY USAGE OF TRADE OR CUSTOM. COMPANY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS CONTRACT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

(iii) Neither party will be liable for delays in satisfying the Campaign or delivery, non-delivery, or other errors that occur 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.

(iv) TechTarget reserves the right to reject or cancel any Campaign for any reason at any time. Other than to refund any fees already paid to TechTarget, TechTarget will not be liable for any claims or damages related to exercising its right to reject or cancel any Campaign.

(v) When Company executes TechTarget's IO, Company will be deemed to have agreed to these Terms and Conditions and is representing and warranting to TechTarget that this Contract has been duly authorized, executed and delivered by Company and represents a valid and binding agreement of Company. For purposes of this Contract, the term "Company" shall be deemed to include all of its agents, contractors and assigns.

(vi) Each party hereto agrees that the electronic signatures of the parties to this Agreement or any change order, IO, PO, SOW or other writing which incorporates this Contract by references are intended to authenticate this writing and to have the same force and effect as manual signatures. For purposes of this Contract and any related change orders, IOs, POs, or SOWs, "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.

(vii) This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, understandings, correspondence, writings, and agreements concerning the purchase of TechTarget's offerings and/or services under this Contract. If any term or condition in this Contract conflicts with any term or condition in any PO, IO, SOW, purchase order, work order or similar supplementary document submitted by Company, the term or condition set out in this Contract shall prevail. Unless otherwise expressly and mutually agreed in writing by the Parties, under no circumstances shall any PO, IO, SOW, or other document issued by Company in connection with Campaigns supersede the terms of this Contract. Any such documentations shall be solely for Company's internal business purposes and to facilitate payment, and in no event shall any terms and conditions, or other charges of any such document modify or become a part of this Contract or become binding on TechTarget even if an acknowledgement is signed by TechTarget. No PO, IO, SOW or other document that purports to modify or supplement this Contract shall add to or vary the terms of this Contract and all proposed variations or additions submitted by Company are objected to and deemed material unless otherwise agreed to in a writing signed by both parties. This Contract may be amended only by a written instrument signed by a duly authorized representative of each Party.

(viii) All IOs shall be deemed accepted only when executed by TechTarget.

(ix) This Contract shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts (excluding conflict of laws principles) and Company agrees to the non-exclusive jurisdiction of the courts in the Commonwealth of Massachusetts in the event that there is any dispute involving this Contract.

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