

## Research Division Terms and Conditions

In addition to the Insertion Order ("IO") for online campaigns executed by you ("Customer") and delivered to TechTarget, Inc. ("TechTarget"), these Research Division Terms and Conditions (the "Agreement") will govern the delivery of the services that Company has purchased from TechTarget. This Agreement and the IO together will constitute the Agreement.

WHEREAS, Customer desires to purchase certain data and services from TechTarget, as more fully described below, and TechTarget desires to sell such data and services to Customer.

NOW THEREFORE, in consideration of the mutual promises and understandings contained herein, the parties agree as follows:

**1. Services.** TechTarget will provide the data ("Data") via Reports (as defined below) and related services (collectively, the "Services") as set forth on the IO, regarding Information Technology (IT) transactions in the following IT Sectors: Data Center Management, Storage Architecture, Networking, Security, Compliance/Disaster Recovery, Virtualization, Cloud, End User Computing, Application Development and Business Intelligence/Applications. The Services may include reports containing Data ("Reports") delivered to Customer via PDF/email.

### 2. Payment Terms.

a. Customer shall pay TechTarget the amounts set forth in the applicable IO pursuant to the terms of payment described therein. Unless otherwise specified in an IO, Customer shall pay all fees related to the Services as specified therein. TechTarget understands and agrees that Customer may use a soft dollar administrator to pay the fees on Customer's behalf. In the event of non-payment by a soft dollar administrator or other party designed by Customer in an IO, Customer shall be and remain solely liable under the Agreement for payment in full of any and all amounts due and outstanding, as well as all loss, damages, or costs of collection, including legal fees, suffered by TechTarget as a result of such breach or non-payment. If Customer does not pay an undisputed invoice within thirty (30) days after such amount is due and payable, TechTarget will impose an interest charge of the lesser of one percent (1 %) per month or the maximum rate allowed by law.

b. All fees and payments stated herein or in the IO are exclusive of all taxes and similar fees now in force or enacted in the future that may be imposed on the Services. Customer will pay any sales, use, VAT or any other tax related to the Services under this Agreement, exclusive of taxes based on TechTarget's net income. Customer will make all payments free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments by Customer hereunder will be Customer's sole responsibility.

### 3. Term and Termination.

- a. This Agreement shall commence as of the date hereof or if later any date set forth for commencement in the IO. The initial term of this Agreement shall be for one year, and shall automatically renew for successive one year terms unless notice of cancellation is given at least thirty (30) days prior to the end of the then current term. Cancellation of Services requires at least thirty (30) days prior written notice; fees already paid are non-refundable.
- b. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party breaches this Agreement in any material respect and fails to cure such breach within fifteen (15) days after receipt of written notice specifying the nature of the breach. In addition, TechTarget may immediately terminate this Agreement, or at its option, immediately suspend its efforts hereunder, if Client breaches any provision in Article 4 (License), Article 6 (Restrictions) and Article 8 (Confidential Information) of this Agreement.
- c. Upon termination or expiration, use of the Data shall cease immediately. Further, upon termination of this Agreement for any reason, any amounts owed to TechTarget will be immediately due and payable; all Licenses granted under this Agreement and TechTarget's obligation to provide Services will terminate immediately; Client must immediately discontinue all use of the Services certify in writing that it has done so; and each Party will return to the disclosing Party, or destroy, all Confidential Information of the other Party in its possession or control. Articles 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, and any obligation to pay any owed but unpaid amounts, will survive any termination or expiration. Regardless of the reason, the Parties agree not to disparage the products or business reputation of the other upon any termination or expiration of this Agreement.

**4. License.** Subject to the terms and conditions of this Agreement (including Client's payment in accordance with Article 2), TechTarget hereby grants Customer a worldwide, non-exclusive, non-sublicenseable, non-transferable license for the Term, to allow Customer's employees ("Employees") and authorized contractors ("Contractors") to use the Services, the Report and the Data as specified on the applicable IO strictly for Customer's internal business purposes, in accordance with this Agreement and the applicable IO. For purposes of this Section 4, Employees shall include up to three (3) employees of any investment fund to which Customer provides management services. Client will permit only Employees and Contractors to access and use the Services, the Report and the Data. Customer acknowledges and agrees that it will not have physical access to any facility providing such Data, nor will it attempt to download or gain physical access to the Data. Without limitation of the foregoing, TechTarget understands and agrees that Customer may use the Services, Data and Report in connection with making investment decisions, but that Customer shall not use Services, Data or Report in connection with providing advice or recommendations to other unaffiliated third parties, publish information from the Services, Data or Report in the news media, incorporate or use information from the Services, Data or Report in any kind of database or marketing list to be provided to an unaffiliated third party.

**5. Ownership of Works.** Subject to the license granted to Customer, TechTarget owns all right, title and interest in and to all of the Services, Data and Report and contents and all information provided pursuant thereto or work produced hereunder. There are no implied licenses under this Agreement, and any rights not expressly granted to Customer hereunder are reserved by TechTarget. **Customer acknowledges that it will acquire no right of ownership or exclusivity to any Services, Data or Report.**

**6. Restrictions.** Customer shall not, except as expressly permitted in this Agreement:

- a. modify, adapt, alter, translate, or create derivative works from the Services, Data or Report;
- b. allow access to the Service, Data or Report to any third party other than as expressly authorized herein; or
- c. use the Services, Data or Report or information provided therein than for its own internal business purposes except as expressly provided herein;

Customer may not remove from or alter any of the trademarks, trade names, logos, or patent, copyright or other proprietary notices or markings contained on or in the Services, Data or Report, or add any logos, notices or markings to the Services, Data or Report.

**7. Representations and Warranties.**

- a. Each party represents and warrants to the other party that (i) this Agreement has been duly authorized, executed and delivered by such party and constitutes a valid and binding obligation of such party, enforceable in accordance with its terms; (ii) such party has full power and authority to enter into this Agreement and perform its obligations hereunder; and (iii) the making of and performance under this Agreement by such party does not violate any agreement or obligation existing between such party and any third party.
- b. TechTarget, to its knowledge, will not disclose any confidential information as a result of providing the Services, Data or Report.
- c. Each Party shall at all times comply with all applicable laws, rules and regulations with respect to the Party's respective rights and obligations under this Agreement.

**8. Confidential Information.** It may be necessary for a party to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, the Services, Data and Report. Confidential Information shall also include the pricing, terms, conditions and contents of this Agreement. Customer shall treat the Services, Data and Report as proprietary to TechTarget and not disclose the Services, Data, Report or any information contained therein, any third party without the prior written consent of TechTarget except its employees, attorneys, accountants and other representatives who need to know such Confidential Information and agree to maintain the confidentiality of the Confidential Information, the Services, Data or Report or any information contained therein on behalf of any third party. Customer agrees to use Confidential Information solely in connection with the Services and not to

disclose such Confidential Information to any third party except as otherwise provided herein, or make commercial use of such Confidential Information. Customer agrees to take all precautions necessary to safeguard the Confidential Information which is in Customer's custody or control, which in no event shall be less than reasonable care. Confidential Information does not include information which (a) is known to the Customer at the time of disclosure by TechTarget, (b) has become publicly known through no wrongful act of Customer, (c) has been rightfully received by Customer from a third party who is authorized to make such disclosure, or (d) has been independently developed by Customer without reliance upon any of the Confidential Information. Because Customer will have access to the Confidential Information, Customer agrees that its breach of this Section 8 will result in irreparable harm to TechTarget and that TechTarget 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 other party may have.

**9. Disclaimer.** THE EXPRESS WARRANTIES HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE, THE SERVICES ARE 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. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN.

**10. LIMITATION OF LIABILITY.** 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 CUSTOMER 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 THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY.

**11. Independent Contractor Status.** 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. Electronic Signature/Acceptance.** Each party hereto agrees that the electronic signatures of the parties to this Agreement or IO or other writing which incorporates this Agreement by reference are intended to authenticate this writing and to have the same force and effect as manual signatures. For purposes of this Agreement and any related change orders or IOs, “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 facsimile or e-mail electronic signatures.

**13. Miscellaneous.**

- a. Neither party will be liable for delays in the provision of the Services or delivery, non-delivery, or other errors that occur as a result of events beyond TechTarget’s 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.
- b. This Agreement and the IO constitute the entire agreement and understanding between the parties concerning the purchase of the Services hereunder and may be amended only by a written document executed by a duly authorized representative of both parties. If any term or condition in this Agreement conflicts with any term or condition in any IO, the term or condition set forth in this Agreement shall prevail. No statement of work, 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 Customer are objected to and deemed material unless otherwise agreed to in a writing signed by both parties.
- c. All IOs shall be deemed accepted only when executed by TechTarget and Customer.
- d. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts (excluding conflict of laws principles) and Customer agrees to the non-exclusive jurisdiction of the courts in the Commonwealth of Massachusetts in the event that there is any dispute involving this Agreement.
- e. Customer may not assign or transfer, by operation of law (including under any merger or acquisition) or otherwise, any of its rights or delegate any of its duties under this Agreement to any third party without TechTarget’ s prior written consent, which may be withheld at its discretion, and any purported attempt to do so is null and void. TechTarget may delegate the performance of certain parts of the Services to third parties, provided TechTarget remains responsible to Customer for the delivery of the Services. Customer may not add Affiliates after the initiation of the Services without TechTarget’ s prior written consent, which may be withheld at its discretion and any purported attempt to do so is null and void.

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