GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("General Terms") govern your use of the products and services of TechTarget Holdings Inc. and its subsidiaries and Affiliates (collectively, "we", "our", "us" and "Company") set forth in your insertion order form and/or statement of work ("Order Form"). "You" and "your" means the Client, Customer, or Agency identified in the Order Form. Among other things, your Order Form identifies the products and services, the quantities, charges and other details of your purchase ("Services"). The Order Form may also include, refer to, and incorporate schedules or documents which may apply to the specific products or services you are purchasing ("Service Specific Terms"). These General Terms, the Order Form, and any Service Specific Terms are referred to as the "Agreement." Company and Client are together referred to herein as the "Parties," or each may be referred to individually as a "Party."

1. Scope and Interpretation

1.1 In the event of any inconsistency or conflict among the General Terms, Service Specific Terms, and the Order Form, the Parties agree that such inconsistency or conflict shall be interpreted in a sensible and commercially reasonable manner which avoids or reconciles the conflict. If such interpretation or reconciliation is not possible, then the inconsistency or conflict shall be resolved by observing the following order of precedence: Order Form, Service Specific Terms, and the General Terms. Terms beginning with capital letters used in this Agreement are defined in Section 14 and these shall apply to the Agreement.

2. Payment and Billing

2.1 Client agrees to pay the fees specified in an Order Form for the applicable products and services. Unless otherwise specified in an Order Form, (a) Client must pay the fees in advance within thirty (30) days from the date of invoice, and (b) fees are exclusive of any applicable sales taxes or other applicable taxes, duties or equivalent charges. Client agrees to pay all such taxes, duties or charges, if applicable, to Company in addition to the fees themselves unless Client provides a valid tax-exempt certificate. Our acceptance of any partial payment or payment of less than the full amount of fees due shall not constitute a waiver or release of our rights to any unpaid fees.

2.2 For BrightTALK Services, there will be no Capacity Charge provided that the aggregate number of minutes of viewing by members of any webcast (including video uploads) published as Client Content during a 12-month period does not exceed the Capacity Limit (600,000 minutes/twelve months). Client shall pay the Capacity Charge for each minute of Client Content viewed by members above the Capacity Limit.

2.3 Company may charge Client for all reasonable travel time, travel, accommodations and subsistence expenses incurred in providing any Services that are pre-approved by Client in writing. Where reasonable and related to the purchased services, all such expenses will be estimated in advance in the relevant Order Form.

2.4 If you are late in paying any invoices, then we may impose interest on all or any portion of amounts due that are not paid when due at the rate equal to the lesser of one percent (1.0%) per month, or the highest rate permitted under applicable law. If you fail to make payment, we reserve the right, in our discretion, to either (a) suspend performance under this Agreement or (b) terminate this Agreement. In the event you are late in paying an invoice by more than 120 days, then you shall also be responsible for any reasonable collection costs incurred by Company, including reasonable attorneys' fees.

3. Intellectual Property and Licenses

3.1 Ownership Rights. Unless otherwise provided herein or in any service and product specific terms and conditions, each Party retains any and all right, title and interest in and to its website(s), Intellectual Property, Client Content (in the case of Client), the Services and Company Content (in the case of Company), and all components thereof. Under no circumstances will this Agreement be construed as granting, by implication, estoppel or otherwise, any license or other right in or to any Intellectual Property of either Party or other property or components thereof, other than as specifically granted in this Agreement.

3.2 License to Company Platform or Services. Subject to the terms and conditions herein and any applicable Service Specific Terms, in exchange for full payment of the applicable fees, Company hereby grants you a limited, revocable, non-exclusive, non-transferable (except as provided for in Section 13.7 herein), non-sublicensable, worldwide license to use the Platform solely for the purposes described in this Agreement and the applicable Order Form. All rights not expressly granted to Client in this Agreement or the applicable Order Form are reserved by Company and its licensors. Except as expressly permitted by Company, Client shall not: (a) license, sublicense, sell, resell, rent, share, transfer or assign, the Platform in any way; (b) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by applicable law) or create derivative works based upon the Platform, the underlying technology or any of Company's Intellectual Property; (c) use any data mining, robots, spiders or similar data gathering or extraction methods; (d) write or develop any derivative software or any other software program based on Company's Platforms or any Intellectual Property rights of Company; or (e) use the Platform or any of the Services for any purposes other than for its intended purposes as set out in this Agreement. This license shall terminate automatically upon termination or expiration of the associated Order Form. All Company Content, Company Platforms, Licensed Data, Documentation and all derivative works thereof and related materials shall be exclusively owned by Company and Company hereby grants to Client a worldwide, nonexclusive license to use this information for the duration of the Services as provided on the Order Form. Client's use of the Services may require the completion of a registration or authentication process. Where applicable, Client is responsible for maintaining the security of its password and identification and agrees to accept all risks of unauthorized access to its account.

3.3 License to Client Content. All Client Content shall be exclusively owned by Client. Client hereby grants to Company a non-transferable (except as provided in Section 13.7 herein), royalty-free, worldwide, non-exclusive license to perform such acts in connection with Client Content as is necessary to provide the Services and as may be further described in an applicable Order

Form. Such license shall apply with respect to any form, media, or technology now known or later developed. For the avoidance of doubt, the parties expressly agree and acknowledge that the Services do not include taking title to any Client Content. As a courtesy to the Client, the Parties agree that Company may continue to publish any public Client Content on a Company Platform after termination of the Order Form unless Client requests in writing that such Client Content is unpublished. Except as otherwise set forth herein, this license shall terminate automatically when Client Content is deleted from the applicable Company Platform, except to the extent that: (i) Company is obliged by applicable law to retain a copy of any Client Content, in which case this license will expire upon the expiry of that legal obligation; or (ii) Company reasonably needs to retain a copy of any Client Content for the purpose of any actual or potential legal proceedings, in which case this license will expire upon the later of the final resolution of those proceedings or the expiry of the applicable limitation period. Client may, at any time, unpublish the Client Content, where applicable, from the Company Platform. This obligation shall not prevent Company from retaining copies of the relevant Client Content for the purposes of this Section 3.3.

3.4 License to Marks. Subject to the terms and conditions of this Agreement, Client grants Company a non-transferable, non-exclusive, royalty-free right to reproduce and publicly display Client logos, trademarks, trade names and other similar identifying material or Intellectual Property (the "Marks") that Client provides in any Client Content or as otherwise necessary in connection with the Services. Company agrees not to alter the Marks or use the Marks apart from providing the Services without Client's written consent. This license and all sublicenses thereto shall terminate automatically when all Client Content is deleted from the applicable Company Platform.

4. Representations and Warranties

4.1 Each Party hereby represents and warrants to the other Party that: (a) it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of a third party or breach of any contract or agreement with any third party, (b) all persons performing any obligations hereunder have entered into all necessary agreements in order for it to comply with the terms and conditions of this Agreement, and (c) to its knowledge, there is nothing that would prevent it from fulfilling its obligations hereunder or complying with the provisions herein.

4.2 Company represents and warrants that the Services will be provided with reasonable care and skill and by means of appropriately qualified and skilled personnel in a professional and workmanlike manner.

4.3 Client represents and warrants that: (a) any Client Content and its distribution and/or publication or other use, as envisaged in this Agreement or the applicable Order Form, does not and shall not infringe or misappropriate any third party's rights, including without limitation any Intellectual Property rights or publicity rights or otherwise breach applicable laws; (b) Client has obtained all necessary rights, permissions and authorizations in order to license the Client Content as described herein, including rights in any stock images, for example, images owned by media companies such as Getty Images; and (c) any obligation to pay third party license fees as a result of distribution of Client Content pursuant to this Agreement shall be Client's sole obligation.

4.4 Company reserves the right to take down or refuse to publish any Client Content if it, in its sole reasonable discretion believes that: (a) use or publication of such Client Content infringes the rights of a third party or breaches applicable law; (b) use or publication of such Client Content is or may be directly or indirectly harmful to Company's members, to Company or to other third parties; or (c) for any conduct by Client that violates this Agreement. Company agrees to provide notice to Client of such take-down, to the extent permitted by applicable law.

5. Campaign Operations

5.1 Client is solely responsible for Client Content including any Custom Content created by Company pursuant to Client's written instructions. Client must provide Company with all Client Content, creative materials, and other requested information to facilitate the provision of Services, where applicable, no later than the dates specified on the Order Form or as otherwise provided by Company's Client Services staff. If Client fails to deliver these materials for any Service contingent upon use of Client Content, or if Client fails to provide timely approvals, communications, or feedback where applicable, then Company shall not be held liable for any resulting delays including for delivering any specific inventory allocations, performance guarantees, or other commitments of the applicable Services and may elect to adjust the Service dates, understanding, however, that the Parties will use good faith efforts to resolve Service scheduling concerns in a mutually agreeable fashion. Client agrees to use best commercial efforts to increase engagement with the Client Content on the BrightTALK webinar technology platform, including implementing recommendations by BrightTALK on how to increase engagement in order to meet the fulfillment goals and timelines. With respect to the BrightTALK Platform, Client agrees to allow BrightTALK to edit content titles and descriptions when optimization is required to hit fulfillment goals and timelines.

5.2 All Client Content which is provided for publishing or for distribution in any manner, may be subject to Company's prior written approval and must comply with Company's then-current specifications and requirements, including necessary lead-time prior to publication or distribution. Company may exercise a continuing right to reject Client Content and/or stop displaying Client Content at any time to the extent the display of Client Content may subject Company to liability or is otherwise deemed unsatisfactory technical quality or content. Company will use reasonable efforts to notify Client of its determination and, unless Client substitutes satisfactory material at least twenty-four (24) hours prior to the scheduled date of placement, Company may invoice Client for the advertising time and space that was reserved for Client. Company will use reasonable efforts to publish material received from Client in a timely manner despite late receipt.

5.3 We continuously monitor our Services to detect and address threats to their functionality, security, integrity, and availability as well as any content, data, or applications in the Services, and to detect and address illegal acts. Information collected by Company monitoring tools (excluding Client Content) may also be used to assist in managing Company's service portfolio, to help Company

address deficiencies in its product and service offerings, and for license management purposes. We may (a) compile statistical and other information related to the performance, operation and use of the Services, and (b) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes. These service analyses may include aggregated and deidentified results of reports that measure the impact of offline or online advertising across media partner and other publisher sites, and contain results, data, correlations, conclusions, effectiveness, or other information relevant to comparing advertising strategy or effectiveness. We retain all intellectual property rights in service analyses.

6. Cancellation

6.1 Subscription Services and Sponsorship Services. Except as otherwise provided for in an Order Form, Company's Subscription Services and Sponsorship Services are non-cancellable and shall remain in effect for the duration of the term until they expire or are earlier terminated in accordance with the Agreement.

6.2 Other Services. Except as otherwise provided for in an Order Form or Service Specific Terms, Client may cancel non-Subscription Services and non-Sponsorship Services with thirty (30) days' prior written notice to Company. Following receipt of notice of cancellation, Client will be invoiced and required to pay the Daily Rate for Durations Based services or the value of the services delivered through the date of cancellation for Actuals Based services.

6.3 Bundled Services. Unless otherwise specified in the Order Form, Company may bundle certain Services as a Subscription Service. The individual Services cannot be cancelled separately and are considered part of the Subscription Services. If the Parties agree to reallocate funds to other Services, the Services for the reallocated funds shall remain subject to the cancellation provisions set forth in this Section 6.3.

7. Term and Termination

7.1 This Agreement commences on the date it is accepted by Client by the execution of an Order Form and shall continue in full force and effect until all Order Forms executed in accordance with this Agreement have either expired or been terminated.

7.2 For BrightTALK Services, unless stated otherwise in an Order Form, each Order Form has an initial term of twelve (12) months starting on the date of acceptance by both parties (the "Initial Term").

7.3 Either Party may terminate this Agreement if: (a) the other Party commits a material breach of this Agreement and such breach is not cured within thirty (30) days of receipt of notice from the non-breaching Party; or (b) the other Party becomes insolvent, bankrupt, liquidated or is dissolved or ceases substantially all of it business.

8. Confidentiality

8.1 The Parties shall use reasonable efforts to keep confidential any confidential information they supply to each other in connection with this Agreement or with an Order Form. Confidential information will include Order Forms, this Agreement, all information marked as being confidential, and any other information which might reasonably be assumed to be confidential by the receiving party. Company may disclose confidential information to its own third-party suppliers only (a) if necessary to perform the services, (b) for purposes related to an Order Form, and (c) subject to confidentiality provisions no less stringent than those contained herein.

8.2 The obligations as to confidentiality in this Agreement will not apply to any information which: (a) is available to the public other than because of any breach of this Agreement; (b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure (but only to the extent of such requirement of disclosure and provided the recipient prompt notice of the required disclosure to the disclosing party, to the extent permitted by applicable law).

8.3 Notwithstanding any other part of this Section 8, Company shall be permitted to tell others about the Services it provides to Client in general terms, including referring to Client's identity, but without disclosing the commercial terms on which they were supplied including any fees and to disclose limited details about the Parties' relationship as may be necessary or appropriate to comply with the Parties obligations under applicable law and in connection with their compliance obligations.

9. Indemnification

9.1 Company shall indemnify and hold Client, its officers, directors, shareholders and employees harmless from any third party claim, damages, loss or liabilities (including reasonable legal costs) suffered or incurred by Client directly as a result of any claim (a) that the Company technology used to provide the Service or Licensed Data infringes the Intellectual Property Rights of any third party and (b) arising from Company's misuse of Client Content in breach of this Agreement.

9.2 Client agrees to indemnify and hold Company and its officers, directors, shareholders and employees harmless from any third party claim, damages, loss or liabilities (including reasonable legal costs) suffered or incurred by Company arising out of any claim (a) made by any third party due to or arising out of Client Content published, transmitted, or otherwise made available through the Services and (b) arising from Client's misuse of the Service or Licensed Data or by any third party to whom Client has granted access.

9.3 A Party seeking to enforce an indemnity under this Section 9 will: (a) give the indemnifying party prompt notice of the claim or action concerned; (b) provide the indemnifying party with sole authority to defend the claim; (c) provide reasonable cooperation with the indemnifying party in the management, defense and settlement of such claim or action, at the indemnifying party's request and expense; and (d) use commercially reasonable efforts to mitigate its losses incurred in connection with the claim or action. This Section 9 provides the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any claim or proceeding subject to indemnification hereunder.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED, SPECIAL, MORAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, BUSINESS, VALUE, GOODWILL, ANTICIPATED SAVINGS, OR COST OF COVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTY'S MAXIMUM AGGREGATE LIABILITY TO ONE ANOTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID AND OWED BY CLIENT DURING THE 12-MONTH PERIOD BEFORE THE DATE OF THE EVENT GIVING RISE TO LIABILITY AROSE. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT.THE LANGUAGE OF THIS SECTION SHALL REMAIN IN FORCE AND EFFECT BEYOND THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN ANY JURISDICTION THAT DOES NOT PERMIT LIMITATIONS OF LIABILITY, THE FOREGOING LIMITATION MAY NOT APPLY.

11. Disclaimer of Warranties

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE SERVICES AND CONTENT PROVIDED BY COMPANY ARE PROVIDED ON A "AS IS," "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA; OR (B) THE SERVICE OR ANY CONTENT OR INFORMATION OBTAINED OR ACCESSED THROUGH OR BY WAY OF THE SERVICE WILL MEET CLIENT REQUIREMENTS OR EXPECTATIONS, OR ANY ERRORS OR DEFECTS WILL BE CORRECTED.

12. Use of Licensed Data

For certain Services, you may receive Licensed Data that includes Personal Information of business professionals who have completed a registration interaction and have agreed to, or confirmed, that their Personal Information may be disclosed to Company's customers or organizations. Company has the necessary rights, permissions or authorizations to provide the Licensed Data to you in accordance with the terms of this Agreement, the California Consumer Privacy Act of 2018, as amended ("CCPA"), the General Data Protection Regulation 2016/679 ("GDPR"), and any equivalent law, statute or regulation regarding the processing, integrity, security and protection of Personal Information. Once Client receives the Licensed Data, Client also acts as an independent controller of such Licensed Data and Client represents and warrants that its use of the Licensed Data will be in accordance with Applicable Law and it will not sell, license, or sublicense any Licensed Data provided or otherwise made available to Client pursuant to this Agreement. Client understands and agrees that Company is not responsible for Client's use of the Licensed Data. Company will (a) not disclose an individual whose Personal Information is included in the Licensed Data to be provided to you if, prior to disclosure, Company has processed a valid deletion or do not share request in accordance with Applicable Laws and (b) as required under Applicable Laws, notify you in a timely fashion if Company subsequently processes a valid deletion or "do not share request" in accordance with Applicable Laws by an individual whose Personal Information is included in the Licensed Data. Where applicable, Client may be required to integrate with BrightTALK's API in order to receive the notifications specified in (b) above. To the extent that any Services involve Company's transfer of Licensed Data to Client or Company receiving Client Personal Data that is subject to Applicable Law, the parties agree to the data processing addendum available here.

13. General Provisions

13.1 This Agreement, any Order Form, and any additional Service Specific Terms set forth the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with the respect to the same. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by both parties. In the event Client issues a purchase order, or other order confirmation, or any documentation, which contains terms or conditions contrary to this Agreement, the terms of this Agreement shall prevail and any such contradictory terms or conditions shall have no force or effect.

13.2 The Parties shall not knowingly permit any of its or their subsidiaries or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "Representatives") to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any government official, in each case, in violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or any other applicable anti-bribery or anti-corruption law. The Parties shall, and shall cause each of its respective subsidiaries to, cease all of its or their respective activities, as well as remediate any actions taken by it, its subsidiaries or any of its or their respective Representatives in violation of the FCPA or any other applicable anti-bribery or anti-corruption law. The Parties shall maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law.

13.3 Each Party represents that it is not named on any U.S. government denied-party or sanctions list and that they are not (a) a national or resident of any embargoed or terrorist-supporting country; (b) on or affiliated with anyone or any entity listed on the United States Commerce Department's Table of Denial Orders or United States Treasury Department's list of Specially Designated Nationals; or (c) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Client shall not permit users to access or use any Service or Content in a U.S.-embargoed country or in violation of any United States export law or regulation.

13.4 Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such Party, such as Acts of God, labor strikes, blockade, war, acts of terrorism, riot, natural disaster, national emergencies, epidemics, pandemics, governmental action, Internet, communications, or network failure, or compliance with any order or request of any government. Each Party will use reasonable efforts to mitigate the effect of a force majeure event.

13.5 The Parties 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.

13.6 The Agreement and all disputes arising out of or related to the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action, suit, or proceeding arising out of any claim under the Agreement shall be brought exclusively in the federal or state courts located in the Commonwealth of Massachusetts. Notices in connection with this Agreement should be sent to TechTarget Holdings, Inc. at 275 Grove Street, Newton, Massachusetts 02466, USA, Attn: Legal Department.

13.7 Neither this Agreement nor any of the rights or obligations of either Party under this Agreement, nor any Order Form, may be assigned or transferred without the prior written agreement of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, the prior written agreement of the other Party shall not be required in respect of assignments of this Agreement, any of the rights or obligations of either Party under this Agreement, or any Order Form, to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of said Party's assets.

13.8 The Parties agree that the electronic signature of a Party to the Agreement shall be as valid as an original signature of such Party and shall be effective to bind such party to the Agreement. The Parties agree that any electronically signed document (including the Agreement) shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

14. Definitions

The following definitions shall apply to this Agreement, any Order Form, and any additional service and product specific terms and conditions, addenda and amendments attached hereto.

"Actuals Based" means services contingent upon Company's delivery of a specific quantity of items, such as certain Brand Advertising services, List Rental services, and certain Lead and Demand Generation services including cost per lead services or a specific deliverable, such as custom services.

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

"API" means the application programming interface provided which allows Client to utilize certain Company Platforms, including any codes, tools, protocols, enhancements, or modifications.

"Affiliate" means any entity, which directly or indirectly controls, is controlled by, or is under common control with such person or entity, as applicable. "Control", for the purposes of this definition, means direct or indirect ownership of control of more than 50% of the voting interests of the subject entity.

"Applicable Law" means any and all applicable laws, rules, or regulations including, but not limited to, those relating to privacy, data protection, information security and/or the processing of Personal information (including, the GDPR, the CCPA, and other U.S. State and Federal laws).

"Authorized Contractor" means a third-party performing services for, or on behalf of, Client who has: (a) a need to access the Services to perform their duties to Client, (b) been approved by Company, which approval may be denied in Company's sole discretion, and (c) agreed in writing to abide by non-disclosure and confidentiality obligations consistent with those set forth herein. In no event will any competitor of Company be deemed an Authorized Contractor.

"Capacity Limit" means 600,000 minutes per 12-month period for each purchased package, and for contracts of less than 12 months duration the Capacity Limit is adjusted downwards pro-rata.

"Capacity Charge" means USD 0.01 per minute of viewing.

"Client Content" means all content provided, developed or created by Client and provided to, or shared with, Company for use in connection with the Services.

"Content Lead" means a lead who has interacted with the Customer Content, or in the case of a BrightTALK summit, a lead who has interacted with a piece of content in the BrightTALK summit (also referred to as "Summit Lead").

"Controlling Measurement" means, unless the Parties otherwise agree in writing or unless otherwise expressly provided herein, the measurement taken from the data in Company's servers or systems.

"Custom Content" means any content developed or created by Company, as provided for in an Order Form, that expressly provides that such content is being developed or created exclusively for Client.

"Daily Rate" equals the quotient of (a) the total fees due for each Service being cancelled divided by (b) the total number of days in the campaign, each as set forth in the Order Form. By way of example, if Client purchases a campaign with a ninety (90) day duration, the fees for which equal twenty-five thousand dollars ($25,000), the Daily Rate will equal approximately two hundred seventy-seven dollars and seventy-seven cents ($277.77 or $25,000/90).

"Documentation" means any manuals, help guides, knowledgebase, or other materials, made accessible to Client by Company, as they may be updated by Company from time to time.

"Duration Based" means services which are focused on performance over a particular duration, including lead guarantee and custom site services.

"End Date" means the end date of the initial Order Form or Services listed on the Order Form, or the expected date of delivery, as noted in the Order Form. If the Service provided is a subscription, the End Date shall mark the last day of Client's subscription.

"Fees" mean charges for the Services specified in an Order Form or change order, which are owed to Company.

"Intellectual Property Rights" or **"Intellectual Property"** means all legal and beneficial title and/or interest in all patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks, trade secrets, trade names, rights to domain names, rights in get-up and trade dress, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications, rights to apply for and obtain, and renewals or extensions of, rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Intent Lead" means a lead identified by monitoring trending topics that are related to the Client's topics.

"**lead"** means (a) a member (b) who meets the criteria set forth on the applicable Order Form (such criteria may also be referred to as a "filter"); provided, however, if no such filters are included, then for purposes hereof, a member's name, email address, phone number, and additional demographic/contact information will be deemed a "lead".

"Licensed Data" means a member contact record that includes information regarding a business professional, including the individual's name, contact information, company affiliation, and other information made available to Client as part of the Services.

"Losses" means expenses incurred by Company as a result of rescheduling of Professional Services or Managed Services, including without limitation, time to provide these services, out of pocket expenses, or loss of inventory.

"Managed Services" means certain managed services performed by Company as described in an Order Form, including without limitation, originals (panel events), summits, virtual events, studio services, webinar services, and professional services.

"member" means a person who has completed a registration with Company or a Company partner.

"Performance Commitment(s)" means specified levels of activity or delivery including number of banner clicks or impressions.

"**Personal Information**" means any information relating to any individual or household, who can be identified, directly or indirectly, from that information, whether in isolation or in combination with any other available information and shall include any information that is considered personal information under the CCPA.

"Platform" means the BrightTALK webinar technology platform accessed through brighttalk.com and/or the Priority Engine sales and marketing intelligence tool accessed through a dedicated web portal or via an API.

"Professional Services" means certain professional services performed by Company as described in an Order Form, including without limitation, lead and demand generation, creative or production services related to webinars, video content creation and sponsored content, whitepapers, research reports, and other analyst, channel, or validation services.

"Retainer Services" means Managed Services as stated for in an Order Form, whereby the Client commits to a certain annual amount to be used for various Managed Services, to be agreed to by the parties, during a 12-month period, and whereby Client pays in advance a retainer portion of the annual commitment quarterly, or as otherwise specified in the Order Form.

"Sponsored Content" means a webcast or group of webcasts, whitepapers, articles, newsletters, and other materials and content created and owned by Company, and sponsored by Client, as set out in an Order Form.

"Sponsorship Services" means services where Company hosts a webcast or group of webcasts or other content, which Client sponsors, including summits.

"Start Date" means the start date of the initial Order Form or Services listed on the Order Form. If the Service provided is a subscription, the Start Date shall mark the first day of Client's subscription.

"Stock Content" means content licensed by Company from a third-party stock content provider.

"Subscription Services" means services offered by Company on a subscription basis including, but not limited to, access to a Platform and any combination of other Company services designated on an applicable Order Form.

"Company Content" means all content that is created by Company or that is provided by Company to Client in connection with the Services, but not including Custom Content.

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

"User Profile" means an account associated with Client's subscription to Priority Engine whereby individuals are granted certain service-level permissions as set forth in the Documentation.

"Verification" means the process by which it is determined that impressions exclude fraud, including certain types of bots and non-human traffic, and certain other types of impressions from a brand safety perspective.