ZIFF DAVIS PERFORMANCE MARKETING

Insertion Order Standard Terms and Conditions

These Insertion Order Standard Terms and Conditions ("**Standard Terms**") govern the Customer's use of Ziff Davis Performance Marketing, Inc. and its' Affiliates services and deliverables included in your insertion order ("**IO**") and/or statement of work ("SOW"). "**Company**" means Ziff Davis Performance Marketing, Inc., and its Affiliates. "**Customer**" means the Customer and/or Agency ("**Agency**") as identified on the IO. The IO identifies the services and deliverables, the quantities, rates, campaign dates, and other details of the Customer's purchase. The IO may also include, refer to, and incorporate schedules or documents which may apply to the specific products or services the Customer is purchasing ("**Product Specific Terms**"). These
Standard Terms, the IO, and any Product Specific Terms are collectively referred to as the "**Agreement"**. "**Affiliate**(s)" means any entity that directly or indirectly controls, is controlled by or is under common control with that party. Company's Affiliates include without limitation Ziff Davis Australia Pty Ltd., ZD Singapore Pte. Ltd., and Spiceworks UK Ltd. The parties agree as follows:

a. Interpretation. In the event of any inconsistency or conflict among the Standard Terms, Product Specific Terms, and the IO, 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: IO, Product Specific Terms, and the Standard Terms. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF A CONFLICT BETWEEN THESE STANDARD TERMS AND THE TERMS OF A SEPARATE WRITTEN MASTER AGREEMENT SIGNED BETWEEN THE COMPANY AND CUSTOMER, THE TERMS OF SUCH SEPARATE MASTER AGREEMENT SHALL PREVAIL.

b. Services and Deliverables. Company will perform the services ("**Services**") and/or create the deliverables (**"Deliverables"**) set forth in the IO for the Customer during the campaign term. Such Services and Deliverables may include (a) display media impressions (**"Display Media"**) and email send impressions (**"Email"**), (b) social solutions within the Ziff Davis Performance Marketing community (**"Social Solutions"**), (c) user conference sponsorships (**"User Conference Sponsorships"**), (d) webcasts or webinars (**"Digital Live Events"**) that may generate users who register for a webcast or webinar (**"Registrants"**), (e) generate leads (**"Lead Generation"**) that meet the requirements set forth below (**"Leads"**) in the format set forth below, (f) research services which may include surveys and/or research backed assets (**"Market Research"**), (g) custom content, including but not limited to whitepapers, infographics and videos created for Customer (**"Content Solutions"**), (h) custom data, including but not limited to intent, firmographic or contact data via our data solutions or access to our on-demand platform (**"Data Solutions"**), (i) terms and conditions for appointment generation services **("Appointment Generation")** and/or (j) any other product as described on the IO.

c. Term. This Agreement is effective as of the date of execution of the IO by both parties (the "**Effective Date**") and shall continue in full force and effect until all IOs executed in accordance with this Agreement have either expired or been terminated. Subject to the terms of this Agreement, Company will provide the Services and Deliverables to the Customer beginning on the Effective Date until all Services and Deliverables have been delivered in accordance with the delivery schedule set forth in the IO ("**Term**"). For lead and impression campaigns, Company may continue to deliver Leads or impressions past the end of the Term until the Lead quantity or impression goal is met unless the Customer sends a written request to Company to cease lead delivery at the end of the Term.

2. **TERMINATION.** Customer may cancel this Agreement (other than User Conference Sponsorships which are included in the Product Specific Terms) with 45 days' written notice addressed to contracts@zdperformancemarketing.com If any Content Solutions and/or Market Research related products or services included in this IO are to be canceled, Company will deliver to Customer all completed or in progress work product up to the date of cancellation after the Customer pays Company for actual services rendered and for any non-cancellable costs which are actually incurred prior to the notice of cancellation. Company may terminate the attached IO and/or this
Agreement for any reason or no reason within forty-eight (48) hours of the campaign kick-off upon written notice to Customer. 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 nonbreaching party; or (b) the other party becomes insolvent, bankrupt, liquidated or is dissolved or ceases substantially all of it business.

   Upon expiration or cancellation of this Agreement, unless otherwise specifically provided for in the IO, the following will apply: Company will have no further obligation to provide Services or Deliverables to Customer; Customer will pay Company any amounts payable for the Services performed through the date of expiration or termination; any and all liabilities accrued prior to the date of termination will survive. Any provisions which, by their sense and context, are meant to survive expiration or termination of this Agreement shall so survive (including the parties' respective rights and obligations under Sections 4, 5.3, 5.4, 6, 7, 8, 9, and 10).

3. **PAYMENT TERMS**. In consideration for the provision of Services and/or creation of the Deliverables over the Term specified in an IO, Customer will pay to Company the fees listed in the IO ("**Fee**") in accordance with the payment terms herein. Unless otherwise specified in the IO, stated fees do not include any taxes or other amounts assessed or imposed by any governmental authority, which may be charged as required in addition to the Fee(s) stated on the IO. Company will issue invoices monthly as Services are delivered; and Customer will pay any amount set forth in an invoice no later than thirty (30) calendar days after the invoice date. If any Content Solutions and/or Market Research related Deliverables or Services are included in an IO, Company will invoice the Customer 50% of the Content Solutions and/or Market Research related Services upon signature of the applicable IO, a payment of 25% is required after the design/development phase, and the remaining 25% of the total is due upon completion of the work. Any amount not paid when due will be subject to finance charges equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid. Company reserves the right to collect from either Customer or their agencies such Fees as are due and payable, including all costs of collection and attorneys' fees.

4. **PROPRIETARY RIGHTS.** All content, publications, works of authorship, events, slide deck(s), reports, research, methodologies, know-how, processes, technologies, formulas, designs, techniques, software (including related source code, object code and documentation, tools, devices, computer system designs, documentation, ideas, trade secrets, data, discoveries or inventions (whether or not patentable), products, user interfaces, database I structure and other materials and information utilized by Company in the performance of its Products and/or Services under this Agreement or any IO, including any related modifications, improvements, enhancements or derivative works, which are owned or developed by or on behalf of Company or its licensors prior to the Effective Date, or which Company or its licensors developed or develop for a third party or itself at any time thereafter and whether or not delivered to Customer under this Agreement or any IO (collectively "**Inventions**") is and shall remain the sole and exclusive property of Company and all right, title and interest therein or related thereto, including, without limitation, copyrights, trademarks, trade secrets, patents, and other intellectual property or proprietary rights, are hereby exclusively reserved by Company. Company hereby grants to Customer a nonexclusive, royalty-free license to use the Inventions solely as required to utilize the Services and Deliverables as permitted by this Agreement. To the extent that Customer provides Company with materials to use in and/or in connection with Inventions developed by Company pursuant to the IO (the **"Customer Materials"**), Customer hereby grants to Company a non-exclusive, worldwide, royalty-free license to use, modify, display, and create derivative works of such Customer Materials solely in connection with providing the Services and/or creating the Deliverables set forth in the IO.

5. **WARRANTIES AND DISCLAIMER**.

a. Mutual Warranties. Each party represents and warrants to the other that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement, and it constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) the execution and performance of this Agreement does not violate the applicable laws, rules and/or regulations of any jurisdiction, or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

b. Company Warranties. Company represents and warrants to Customer that the Deliverables sent to Customer meet the definitions noted in this Agreement and will be provided with reasonable care and skill and by means of appropriately qualified and skilled personnel in a professional and workmanlike manner. If a Deliverable does not comply with the warranty in this Section 5.2, Customer's exclusive remedy, and Company's entire liability in contract, tort, or otherwise, will be to either replace or correct such Deliverable.

c. Customer Warranties. Customer represents and warrants that Customer has the rights to grant the license set forth herein to the Customer Materials and that the Customer Materials do not violate or infringe the rights of any third party. The Customer acknowledges that there may be additional steps needed to use Deliverables based on jurisdiction

d. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 5, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE.

e. Customer acknowledges that Company is not responsible for obtaining any additional consents, notices or permissions in jurisdictions that may require enhanced data privacy protections for marketing or processing of personal information and that Company has not obtained any rights or consents on Customer's behalf except for where explicitly stated under the terms of a campaign. Therefore, to the extent a law or regulation may require Customer to provide notice or obtain consent in order to market to such person or process personal data, Customer agrees that it shall obtain, on Customer's own behalf, such notice or consents.

6. **CONFIDENTIALITY**. For the purposes of this Agreement, "**Confidential Information**" shall mean any information or materials not generally known or available to the public which are marked confidential or which a reasonable person would consider confidential based on the circumstances surrounding disclosure (including this Agreement and the terms set forth herein). "**Recipient**" shall mean the party to whom Confidential Information is disclosed, "**Discloser**" shall mean the party disclosing Confidential Information and "**Representatives**" shall mean a party's officers, directors, employees and third-party representatives provided, in each case, such persons are bound by written obligations of confidentiality at least as restrictive as those set forth in this Paragraph. Each party shall hold and treat all proprietary or Confidential Information of the other party in confidence. The Recipient shall use Confidential Information only as necessary to provide the services hereunder and shall not disclose Confidential Information to third parties (other than to its Representatives with a need to know such Confidential Information for the purposes set forth herein). Discloser shall be entitled to seek injunctive relief and other equitable relief in the event of any breach or threatened breach by the Recipient. Notwithstanding the forgoing, the Confidential Information shall not include information that: (a) was publicly available at the time it was communicated to Recipient; (b) became public subsequent to the time it was communicated to Recipient through no fault of Recipient; (c) was in Recipient's possession free of any obligation of confidentiality at the time it was disclosed by Discloser; (d) was disclosed to Recipient by a third party who was free of any obligation of confidentiality to Discloser; or (e) was independently developed by Recipient without use of Discloser's Confidential Information.

7. **DATA SECURITY.** Each party shall transmit, transfer, and deliver all data that contain (a) all personal identifiable information ("**PII Data**") as defined under the applicable data privacy regulation via an encrypted or similarly secure transport methodology and in an encrypted format to be mutually agreed upon by the parties. If any of the Deliverables provided by Company pursuant to this Agreement relates to Data Solutions, Leads or Registrants, this Section applies. Customer agrees to limit the processing of such personal data for the purposes consented to by such individuals and shall anonymize or delete such personal data after it is no longer relevant for the purposes for which it was collected. Customer will abide by the rights and obligations applicable to such personal data that Company transfers to Customer. Additionally, in the event any of the Deliverables provided by Company pursuant to this Agreement contain Leads or Registrants located in the EU, the parties agree to all terms of the Ziff Davis Performance Marketing Data Protection Addendum, which terms are incorporated herein by reference and made part of the Agreement. Company shall be both a Controller and a Processor of PII Data and Customer is an Independent Controller of PII Data under the Data Protection Addendum. To the extent there are conflicts between the terms of the Data Protection Addendum and the Agreement, the terms of the Data Protection Addendum shall prevail.

8. **INDEMNIFICATION**

a. By Company. Company will defend, indemnify, and hold harmless Customer, and each of its affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, judgment, or proceeding (collectively, "Claims") brought by a third party and resulting from (i) Company's alleged breach of confidentiality in Section 6, (ii) Company's display or delivery of any Deliverables in breach of this IO, or (iii) materials provided by Company for a campaign (and not by Customer and/or each of its affiliates and/or Representatives) that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a third party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Company's customization of creative materials based upon detailed specifications, materials, or information provided by the Customer, and/or each of its affiliates and/or Representatives, or (2) a user viewing Display Media outside of the targeting set forth on the IO, which viewing is not directly attributable to Company's serving such Display Media in breach of such targeting.

b. By Customer. Customer will defend, indemnify, and hold harmless Company and each of its affiliates and Representatives from Losses resulting from any Claims brought by a third party resulting from (i) Customer's alleged breach of confidentiality in Section 6, or of Customer's representations and warranties in Section 5, (ii) Customer's violation of applicable laws, rules, and regulations; (iii) Customer's gross negligence or willful misconduct; (iv) the content or subject matter of any creative materials provided by Customer to the extent used by Company in accordance with these Standard Terms or any IO, or (iv) arising from Customer's misuse of the Deliverable, Service or Data or by any third party, including Users and Contractors, to whom Customer has granted access.

c. By Agency**.** If this IO is being signed on behalf of a customer by an agency, the Agency represents and warrants that it has the authority as Customer's agent to bind Customer to these Standard Terms and each IO, and that all of Agency's actions related to these Standard Terms and each IO will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Company and each of its affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a third party alleging that Agency has breached confidentiality in Section 6.

d. Procedure. The indemnified party) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party agrees that the indemnifying party will have sole and

exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party without its prior written consent.

9. **LIMITATIONS OF LIABILITY.**
   a. Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
   b. Cap on Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THE APPLICABLE ORDER
   c. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10. **MISCELLANEOUS**
   a. Independent Contractor. It is the express intention of the parties that Company shall perform all services hereunder as an independent contractor. Nothing herein shall be construed to establish an employer/employee, principal/agent, partnership, joint venture or other relationship between the parties, and neither party shall have the right to assume or create any obligation or responsibility on behalf of the other party.
   b. Publicity. Customer agrees not to use, display or modify Company's trademarks in any manner without the prior written consent of Company and Company agrees not to use, display or modify Customer's trademarks other than in connection with this IO or for marketing purposes without Customer's prior written consent.
   c. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, without reference to its choice of law rules. The parties agree that any action arising out of or in connection with this Agreement must be brought in the state or federal courts in New York, New York, and each party hereby irrevocably consents to the exclusive jurisdiction and venue of these courts.
   d. Assignment. Neither party shall assign this Agreement without the other party's prior written consent; provided that either party may assign this Agreement in the event of the merger, acquisition, or sale of all or substantially all of its assets without such consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void. Nothing in this IO shall prevent Company from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this IO; provided, however, that Company shall require its subcontractors to comply with all applicable terms and conditions of this IO in providing such services and Company shall remain primarily liable to the Customer for the performance of such subcontractor.
   e. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (i) delivered in person, including overnight courier (with acknowledgment of delivery); (ii) sent by certified or registered mail (postage paid and return receipt requested); or, (iii) emailed to the address as set forth herein. Either party may change its address for notices by notice to the other party given in accordance with this Section. Notices will be deemed given at the time of actual delivery. Notices to Company shall be sent to Ziff Davis Performance Marketing, Inc., Attn: Contracts, 301 Congress Avenue, Suite 600, Austin, TX, 78701 or via email to contracts@zdperformancemarketing.com with a copy to legal@zdperformancemarketing.com Copies to the Legal Department do not qualify as providing notice.
   f. Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of its obligations (other than payment obligations) or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of governments, pandemic, endemic, acts of war or terrorism, failure of transportation or communications or of suppliers of goods or services, or any other cause beyond the reasonable control of such party.
   g. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing and signed by Customer and Company's authorized representative to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action.
   h. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the remaining terms, conditions, and provisions of this Agreement, will continue to be valid and enforceable to the fullest extent permitted by law.
   i. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may be executed or delivered electronically and such execution and delivery will have the same force and effect of an original document with original signatures.
   j. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.
   k. US Sanctions. 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;
   l. (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. Customer 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.