



BrightTALK provides marketing solutions based on webinars and videos for professionals and their communities via its online webinar platform ("Platform") and other professional services ("Professional Services") (Platform and Professional Services collectively referred to as "Services"). BrightTALK has agreed to provide certain such Services to Customer as set out in a Statement of Work ("SOW"), subject to the terms and conditions of this Agreement. **BY ACCEPTING A STATEMENT OF WORK THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT.**

1. SCOPE AND INTERPRETATION

1.1 This Customer Agreement (the "Agreement") governs all Services provided by BrightTALK to Customer. In the event of any inconsistency or conflict between a term in this Agreement and a term in a SOW, the term in this Agreement shall take precedence, unless expressly stated otherwise in the relevant SOW. Terms beginning with capital letters used in this Agreement are defined in section 15 and these shall apply both to this Agreement and to each SOW.

2. PERFORMANCE OF SERVICES

2.1 General

2.1.1 BrightTALK shall supply the Services specified in each SOW, subject to the terms of this Agreement. BrightTALK shall not be obliged to supply any services that are not specified in a SOW. Each party will use reasonable endeavors to meet any deadlines specified in the relevant SOW but, unless expressly specified to the contrary, it shall not be a condition of any SOW that any deadline is met.

2.1.2 Customer's use of the Services may require Customer to complete a registration process which requires Customer to create a user name and password. Customer is responsible for maintaining the security of its password and identification and Customer agrees to accept all risks of unauthorized access to its account.

2.2 Professional Services.

2.2.1 BrightTALK may provide Customer with certain Professional Services as specified in the SOW.

2.2.2 In the event that Customer reschedules Professional Services, Customer will be responsible for any Losses incurred by BrightTALK. In no event may Customer cancel Professional Services.

2.2.3 The Professional Services contract ends on the End Date specified in the SOW, and any Professional Services that may not have been utilized by Customer (other than through fault of BrightTALK) by such End Date will be forfeited, and full payment for such Professional Services shall be due to BrightTALK.

2.2.4 Customer may enter into a SOW with BrightTALK for the provision of Retainer Services. Customer agrees to utilize its full annual commitment, as specified in the SOW, for such Retainer Services by the End Date. Customer shall be responsible for the full annual commitment whether or not Customer has utilized the full commitment amount for such Retainer Services.

2.2.5 BrightTALK may provide Customer with an Audience Lead Program if specified in a SOW. In the event Customer has not received the full Audience Lead Program specified in the SOW because of failure by Customer to submit certain Customer Content or perform certain obligations specified in the SOW, then Customer forfeits the right to such Audience Lead Program. In such case, where commercially feasible, BrightTALK reserves the right to supplement the Audience Lead Program with alternative types of leads that may be collected from any engagement within the community rather than directly from the Customer Content. In the event Customer has not received the full Audience Lead Program through no fault of Customer, then Customer will be entitled to a credit equal in value to the Audience Lead Program shortfall (the "Credit"). Such Credit may be used to offset future charges for any BrightTALK services, including subsequent Audience Lead Program packages (but is not redeemable for cash or retroactive application).

3. FEES AND PAYMENT TERMS

3.1 Customer shall pay to BrightTALK the Fees specified in a SOW on the payment terms set out therein. Unless otherwise specified in a SOW, BrightTALK shall invoice Fees annually in advance and payment is due within thirty (30) calendar days of the date of invoice. Unless otherwise specified in a SOW, Fees set out in that SOW are exclusive of any applicable sales taxes or other applicable taxes, duties or equivalent charges in relation to the Services and Customer agrees to pay all such taxes, duties or charges, if applicable, to BrightTALK in addition to the Fees themselves.

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

3.3 Any Services supplied by BrightTALK at the request of the Customer which are not specified in a SOW will be charged and/or invoiced at BrightTALK's then standard time and materials rate or at the rate specified in a then current SOW for substantially similar Services, if applicable.

3.4 BrightTALK may charge Customer for all reasonable travel time, travel, accommodations and subsistence expenses incurred in providing any Services that are pre-approved by Customer in writing. Where reasonable, all such expenses will be estimated in advance in the relevant SOW.



3.5 If Customer is late in paying any invoices, then BrightTALK may, if it wishes to do so, charge interest after the due date on all unpaid amounts. Interest will be charged at a rate of four percent (4%) per year above the Rate for the applicable time. In the event Customer is late in paying an invoice by more than 180 days, then Customer shall also be responsible for any reasonable collection costs incurred by BrightTALK, including reasonable attorneys' fees.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

4.1 Ownership Rights. Each party retains any and all right, title and interest in and to its website(s), Intellectual Property, Customer Content (in the case of Customer), the Services and BrightTALK Content (in the case of BrightTALK), 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.

4.2 License to BrightTALK Platform. Subject to the terms and conditions herein, in exchange for full payment of the applicable Fees, BrightTALK hereby grants Customer a limited, revocable, non-exclusive, non-transferable (except as provided for in section 14.1 herein), non-sublicensable, worldwide license to use the Platform solely for the purposes described in this Agreement and the applicable SOW. All rights not expressly granted to Customer in this Agreement or the applicable SOW are reserved by BrightTALK and its licensors. Except as expressly permitted by BrightTALK, Customer 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 BrightTALK's Intellectual Property; (c) use any data mining, robots or similar data gathering or extraction methods; or (d) use any of the Platform for any purposes other than for its intended purposes as set out in this Agreement or the applicable SOW. This license shall terminate automatically upon termination or expiration of the associated SOW.

4.3 License to Customer Content – Customer hereby grants BrightTALK a non-transferable (except as provided for in section 14.1 herein), royalty-free, non-exclusive, worldwide license to perform such acts in connection with Customer Content as is necessary to provide the Services and as described in an applicable SOW. The foregoing license includes, without limitation, permission for BrightTALK to: (a) aggregate, publicly display, distribute, modify (only upon Customer request), reproduce, and store Customer Content solely to provide the Services; (b) use Customer's name and Customer's webcast presenter's name, voice, likeness, persona and performance in connection with any Customer Content; (c) offer, provide open access to, distribute, and transmit Customer Content on or through brighttalk.com (or other website wholly-owned and/or operated by BrightTALK)

and/or sub-domains thereof or via such technologies as are or may in the future be supported by BrightTALK; and (d) embed and display Customer Content on third party websites, as requested by Customer. 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 of Customer Content. As a courtesy to the Customer, the parties agree that BrightTALK may continue to publish any public Customer Content on its Platform after termination of the SOW unless Customer requests in writing that such Customer Content is unpublished. This license shall terminate automatically when Customer Content is deleted from the BrightTALK Platform, except to the extent that: (i) BrightTALK is obliged by applicable law to retain a copy of any Customer Content, in which case this license will expire upon the expiry of that legal obligation; or (ii) BrightTALK reasonably needs to retain a copy of any Customer 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. Customer may, at any time, unpublish the Customer Content from the BrightTALK Platform. This obligation shall not prevent BrightTALK from retaining copies of the relevant Customer Content for the purposes of this section 4.3.

4.4 License to Marks. Subject to the terms and conditions of this Agreement, Customer grants BrightTALK a non-transferable (except as provided in section 14.1 herein), non-exclusive, royalty-free right to reproduce and publicly display Customer logos, trademarks, trade names and other similar identifying material or Intellectual Property (the "Marks") that Customer provides in any Customer Content to the extent necessary in connection with the Services. BrightTALK agrees not to alter the Marks or use the Marks apart from providing the Services as directed by Customer without Customer's written consent. This license and all sublicenses thereto shall terminate automatically when all Customer Content is deleted from BrightTALK's platform.

4.5 Deliverables from Professional Services. In the performance of the Professional Services, Customer may hire BrightTALK to create certain custom Deliverables for Customer exclusively, as specified in a SOW. Except for Stock Content, such Deliverables shall be owned by Customer, and BrightTALK fully assigns to Customer all right, title and interest in and to such Deliverables. In the event such Deliverables contain Stock Content, Customer agrees that it only has a non-exclusive license to use such Stock Content solely as provided for in the Deliverables in accordance with this Agreement.

4.6 Sponsored Content. Customer may hire BrightTALK to provide leads for Customer in connection with certain Sponsored Content created and owned by BrightTALK. Customer may opt to take part in such Sponsored Content, e.g., by providing speakers, presenters or topic input in connection with such Sponsored Content. In such case, Customer grants to BrightTALK a license to use the topic input and likeness, including name, image and voice, of such presenters or speakers in connection with the



Sponsored Content. Customer agrees that such license will survive termination of this Agreement, and BrightTALK may continue to publish such Sponsored Content in its sole discretion.

5. REPRESENTATIONS AND WARRANTIES

5.1 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, and (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.

5.2 BrightTALK 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.

5.3 Customer specifically represents and warrants that: (a) any Customer Content and its distribution and/or publication or other use, as envisaged in this Agreement or the applicable SOW, 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) Customer has obtained all necessary rights, permissions and authorizations in order to license the Customer 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 Customer Content pursuant to this Agreement shall be Customer's sole obligation. BrightTALK does not make any warranties regarding the validity of the Customer Content.

5.4 BrightTALK reserves the right to take down any Customer Content if BrightTALK, in its sole reasonable discretion believes: (a) use or publication of such Customer Content infringes the rights of a third party or breaches applicable law; (b) use or publication of such Customer Content is or may be directly or indirectly harmful to Users, to BrightTALK or its subsidiaries, affiliates or to other third parties; or (c) for any conduct by Customer that violates this Agreement or any applicable laws or regulations, and BrightTALK agrees to provide notice to Customer of such take-down, to the extent permitted by applicable law.

6. TERM AND TERMINATION

6.1 This Agreement commences on the date it is accepted by Customer by the execution of a SOW, and shall continue in full force and effect until all SOWs executed in accordance with this Agreement have either expired or been terminated.

6.2 Unless stated otherwise in a SOW, each SOW has an initial term of twelve (12) months starting on the date of acceptance by both parties (the "Initial Term"). Upon expiration of the Initial Term and each subsequent term, each SOW will automatically renew for successive renewal terms of twelve (12) months unless either party terminates by providing written notice to the other party at

least thirty (30) calendar days prior to the end of the previous term.

6.3 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 its business.

7. CONFIDENTIALITY

7.1 BrightTALK shall keep confidential any confidential information which Customer supplies to BrightTALK in connection with this Agreement or with a SOW and Customer agrees to do the same in relation to any confidential information which BrightTALK supplies to Customer. Confidential information will include SOWs, this Agreement, all information marked as being confidential and any other information which might reasonably be assumed to be confidential. BrightTALK may disclose confidential information to its own third party suppliers only if necessary and only for purposes related to a SOW.

7.2 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).

7.3 Notwithstanding any other part of this section 7, BrightTALK shall be permitted to tell others about the Services it provides to Customer in general terms, including making reference to Customer's identity, but without disclosing the commercial terms on which they were supplied including any fees.

8. INDEMNITY

8.1 Customer agrees to indemnify, defend and hold BrightTALK and its officers, directors, shareholders and employees harmless from any third party claim, damages, loss or liabilities (including reasonable legal costs): (a) made by any third party due to or arising out of Customer Content published, transmitted or otherwise made available through the Services; (b) arising from Customer's use of the Services which contravenes any applicable law or regulation, including but not limited to data and privacy laws; or (c) arising from use of Personal Information as further set forth in section 9 below.

8.2 BrightTALK shall indemnify and hold Customer, its officers, directors, shareholders and employees harmless from any third party claim, damages, loss or liabilities (including reasonable legal



costs) suffered or incurred by Customer directly as a result of any claim that the BrightTALK technology used to provide the Service infringes the Intellectual Property Rights of any third party. For the avoidance of doubt, BrightTALK is not responsible for claims relating to the Customer Content.

8.3 A party seeking to enforce an indemnity under this section 8 will: (a) give the indemnifying party prompt notice of the claim or action concerned; (b) 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 (c) use commercially reasonable endeavors to mitigate its losses incurred in connection with the claim or action.

9. USE OF PERSONAL INFORMATION

9.1 Customer may be entitled to receive from BrightTALK certain Personal Information with respect to Users who have subscribed to, or interacted with, Customer Content, Sponsored Content, or other similar content. Customer agrees that once such Personal Information is transferred to Customer, Customer acts as a controller of such Personal Information and Customer represents and warrants that its storage and use of such Personal Information is in accordance with all applicable laws, and with any privacy policies Customer has published. Customer is responsible for providing complete and accurate information about its proposed uses of Personal Information to Users and for obtaining all necessary consents for those uses, as may be applicable. Customer understands and agrees that BrightTALK is not responsible for the use of Personal Information by Customer.

9.2 BrightTALK shall disclose Users' Personal Information to Customer in accordance with the provisions of the applicable SOW, subject to the requirements of applicable laws, including but not limited to data protection laws. To the extent that such laws prevent or restrict BrightTALK from disclosing User Personal Information to Customer, compliance by BrightTALK with the requirements of such laws shall not constitute a breach of this Agreement or any SOW.

9.3 For certain BrightTALK Services, BrightTALK may, at the written request of Customer and subject to the provisions of the relevant SOW, provide Customer with a mechanism for obtaining User express consent via the BrightTALK platform. Such mechanism shall enable Customer to identify itself and request permission to contact the User for purposes including electronic direct marketing. If Customer selects this option, BrightTALK shall provide Customers with information on which Users have given their consent via such mechanism. It shall be Customer's responsibility to ensure that it abides by the terms of any such consent.

9.4 The parties agree that BrightTALK does not sell any Personal Information to Customer and only provides Personal Information to Customer pursuant to a business purpose. Customer represents and warrants that it will not sell any Personal Information provided to Customer pursuant to this Agreement.

9.5 Except as provided herein, in the event Customer provides BrightTALK with Personal Information relating to its employees, agents or contractors in connection with this Agreement for internal business operational purposes in providing the Services, e.g., email addresses for billing or support purposes, then BrightTALK will only use that Personal Information in connection with providing the Services to Customer hereunder, and BrightTALK will not further retain, disclose, collect, sell, or use such Personal Information for any other purpose. In the event a Customer representative, such as an employee, agent or contractor, signs up with the BrightTALK Platform as a User, then BrightTALK may use any Personal Information provided by such User pursuant to the BrightTALK [Privacy Policy](#), as a User of the BrightTALK Platform.

10. USE OF CUSTOMER LOGO

During the term of this Agreement, Customer grants a non-exclusive, royalty-free license to use the Customer logo and/or name in BrightTALK's advertising, literature and websites solely in connection with the marketing of BrightTALK Services, e.g., listing Customer as a customer of the BrightTALK Services. BrightTALK will adhere to any trademark guidelines given by Customer in connection with use of its logo or name.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES PROVIDED BY BRIGHTTALK AND ANY CONTENT ON BRIGHTTALK.COM ARE PROVIDED "AS IS", WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED BY BRIGHTTALK AND ITS LICENSORS TO THE FULLEST EXTENT PERMITTED BY LAW, AND BRIGHTTALK AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, DATA STORAGE, QUALITY, SUITABILITY, TRUTH, ACCURACY, NONINFRINGEMENT OR COMPLETENESS OF THE SERVICES. BRIGHTTALK 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 OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE OR ANY CONTENT OR INFORMATION OBTAINED THROUGH THE SERVICE WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, OR ANY ERRORS OR DEFECTS WILL BE CORRECTED; OR (C) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BRIGHTTALK OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED, SPECIAL, MORAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, BUSINESS, VALUE, GOODWILL, ANTICIPATED SAVINGS, OR DATA, 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 CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRIGHTTALK'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER HEREUNDER UNDER THE SOW GIVING RISE TO LIABILITY AROSE. 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.

13. CONTRACTING PARTIES, NOTICES, GOVERNING LAW AND JURISDICTION

The party that Customer is contracting with under this Agreement is BrightTALK Inc., a Delaware corporation. Notices in connection with this Agreement should be sent to BrightTALK Inc. at 703 Market, Floor 15, San Francisco, CA 94103, USA.

This Agreement is governed by the laws of the State of California, and is subject to the exclusive jurisdiction of the courts of San Francisco, California, USA.

14. GENERAL

14.1 Change of Control

Neither this Agreement nor any of the rights or obligations of either party under this Agreement, nor any SOW, 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 SOW, to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of said party's assets.

14.2 Entire Agreement

This Agreement and any SOW, addenda and amendments attached hereto 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 Customer 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.

14.3 Insurance

Both parties shall have in place and shall maintain professional indemnity and other relevant insurance coverage at a level commensurate with its potential liabilities under and in connection with this Agreement.

14.4 Force Majeure

Neither party will be responsible for, except for Fees owed, any delay, interruption or other failure to perform under this Agreement due to acts of God or circumstances beyond the direct control of the responsible party but only for so long as such conditions persist, including without limitation, epidemics or Internet or third party service failures.

14.5 Severability

If any provision (or portion thereof) of this Agreement is illegal or unenforceable under applicable law, that provision (or portion thereof) shall be struck and all other provisions of this Agreement will continue in full force and effect.

15. DEFINITION OF TERMS USED IN THIS AGREEMENT

In this Agreement, the following definitions shall apply:

- (i) "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.
- (ii) "Audience Lead Program" means audience lead information received pursuant to a SOW whereby Customer receives information such as the name, job title, organization name, country, telephone number and email address, for a registrant;
- (iii) "BrightTALK" means BrightTALK Inc.;
- (iv) "brighttalk.com" means a website that is wholly-owned and/or operated by BrightTALK and/or sub-domains thereof;
- (v) "business purpose" shall have the same meaning as prescribed in the CCPA.
- (vi) "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;
- (vii) "Capacity Charge" means USD 0.01 per minute of viewing;
- (viii) "CCPA" means the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.198), as may be amended from time to time.
- (ix) "Customer" means the person or entity that is accepting this Agreement and its Affiliates;
- (x) "Customer Content" means all webcasts and other content that is published within a player served via the BrightTALK platform by or on behalf of Customer, or by or on behalf of a Customer's invited webcast presenter, or otherwise provided to Customer to BrightTALK in connection with creation of the Deliverables or Sponsored Content, including, without limitation, video, music, audio, photographs, images, text, any digital file, likenesses, any live event and all Intellectual Property therein;



(xi) "Deliverables" means custom content that Customer hires BrightTALK to create for Customer exclusively, as provided for in a SOW, but not including Sponsored Content.

(xii) "End Date" means the end date of the initial SOW term, or the expected date of delivery, as noted in the SOW.

(xiii) "Fees" mean charges for the Services specified in a SOW, which are owed to BrightTALK;

(xiv) "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;

(xv) "Losses" means expenses incurred by BrightTALK as a result of rescheduling of Professional Services, including without limitation, time to provide Professional Services, out of pocket expenses, or loss of inventory.

(xvi) "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.

(xvii) "Platform" means the BrightTALK webinar technology platform accessed through brighttalk.com.

(xviii) "Professional Services" means certain managed services performed by BrightTALK as described in a SOW, including without limitation, lead demand generation, creative or production services related to webinars, summits, video content creation and sponsored content.

(xix) "Rate" means Federal Funds Rate;

(xx) "Retainer Services" means Professional Services as stated for in a SOW, whereby the Customer commits to a certain annual amount to be used for various Professional Services, to be agreed to by the parties, during a 12-month period, and whereby Customer pays in advance a retainer portion of the annual commitment quarterly, or as otherwise specified in the SOW.

(xxi) "sell" shall have the same meaning as prescribed in the CCPA.

(xxii) "Services" means both the Platform license and Professional Services specified in a Statement of Work;

(xxiii) "Sponsored Content" means a webcast or group of webcasts or other materials and content created and owned by BrightTALK, and sponsored by Customer as set out in a Statement of Work;

(xxiv) "Statement of Work" or "SOW" means a proposal signed by both parties setting out the Services to be provided by BrightTALK;

(xxv) "Stock Content" means content licensed by BrightTALK from a third party stock content provider.

(xxvi) "User" means a person who has completed a registration with BrightTALK or a BrightTALK Affiliate.

16. COPYRIGHT, COMPLAINTS, REPEAT INFRINGER

If Customer believes that anything on BrightTALK infringes on any copyright which it owns or controls, it may file a notification of such infringement with our Designated Agent as set forth below:

Notification of copyright infringement should be sent by mail, fax or email to:

Designated Agent: Paul Heald

Address: 703 Market Street, 15th Floor, San Francisco, CA, 94103

Telephone Number: +1 415 625 1500, Fax Number: +1 415 625 1555

Email Address: copyright@brighttalk.com

In accordance with the Digital Millennium Copyright Act (DMCA), BrightTALK has adopted a policy of limiting access to brighttalk.com and/or terminating, in appropriate circumstances and at BrightTALK's sole discretion, Users or account holders who are deemed to be infringers.